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June 14, 1890.

THE SOLICITORS' JOURNAL.

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## The Solicitors' Journal and Reporter.

LONDON, JUNE 14, 1890.

### CURRENT TOPICS.

THERE ARE still two months of the present sittings, and it is difficult to see how the Court of Appeal can be fed with cases during the whole of that period. We believe that each branch of the court has at present only about thirty appeals in its list.

NOBODY SEEMS to know with certainty what is the present practice and procedure in lunacy matters. The recent Lunacy Act, which repeals all former Acts on this subject, is presumably now in operation, but how it is intended to operate will not be known until rules under the new Act are promulgated. Meantime, the business goes on in a happy-go-lucky way, principally upon the lines of the old practice. There is understood to be an intention to abolish a considerable portion of the old practice, so that in the future no petition, or very few petitions, in lunacy, will be heard in court, and the practice as to inquiries will be materially modified. If an alteration of so much importance is to take place, it appears to be high time that the profession should be provided with the information which the expected rules are intended to supply.

THE OBSERVATIONS of the Court of Appeal in *Wallis v. Sayers* on the so-called "practice" in the Chancery Division of referring cases to an official referee for the assessment of damages after the trial of the action, and on the practice of setting down common law actions in the Chancery Division, have excited a great deal of remark. The admonition of the Court of Appeal on the former point is, of course, addressed to the judges of the Chancery Division, but we venture to suggest a doubt whether it is called for. In the majority of cases, we believe the old practice, of sending an inquiry as to damages to be made at chambers, is followed. For the judge to assess damages in court would, except in the very simplest cases, occasion the most grievous delay. With regard to the second branch of the admonition, we would respectfully inquire, Who is to blame? No doubt a large number of Queen's Bench actions are instituted in the Chancery Division. They are, we believe, all marked, when set down in the Chancery Cause Books, with the letters "Q. B." The Lord Chancellor has power, with the consent of the President of the Queen's Bench Division, to order the transfer of these actions to their proper tribunal. But it is understood that these little strangers, when handed over, are not received with a cordial welcome. The learned judges of the Queen's Bench Division do not see why their brethren of the Chancery Division should not deal with all matters set down before them. And so it comes to pass that the orders for transfer are infrequent.

IF A PROPOSAL should be made by the Government to enable Bills not carried through in one session to be taken up at the same stage in the next session, it will not be new either in substance or in the mode suggested for making the change. The novelty, if any, will be in the readiness of the House of Commons to agree to the proposal. Hitherto all schemes for attaining this object have been rejected by that House, although introduced and promoted by influential statesmen.

In 1848 a Bill for accomplishing this end was introduced by the then Earl of DERBY and passed through the House of Lords, but a Select Committee of the House of Commons, to whom the Bill was referred, declined to recommend it for adoption. A similar fate befel a measure promoted by the present Prime Minister in 1869. A joint Committee of both Houses, appointed to report on the despatch of business in Parliament, considered the Bill, but the report upon it was not of a nature to encourage further progress. Both Viscount EVERESLEY and Lord REDERDALE, however, laid memoranda before this Committee suggesting that the object might be attained by an alteration of the Standing Orders. We confess that, looking at the matter solely in view of the character of the non-political measures for altering the law with which Parliament is now constantly assailed, we regard with some apprehension a change which would enable an enterprising member of the Government to rush a batch of Bills to a second reading in the last fortnight of one session, and having thus got the principle of the Bills admitted, to proceed with them in the committee stage at the commencement of the next session. We venture to think that, as regards a large proportion of the purely legal legislation of the day, delay does no harm, and renewed and frequent opportunities for consideration and discussion are of the utmost advantage.

WE THINK that most people will concur with Mr. W. M. WALTERS in the hope that the decision of the recent meeting with reference to the Law Society Club will put an end to the bickerings which have arisen on that matter. It is too late in the day to reopen questions which were settled nearly six years ago by resolution carried by a large majority of a general meeting of the society. We regretted then the rate of subscription fixed, and we regret the necessity for an increase in this rate, but we think that the club is of value to the society, and that if it ceased to exist there would be danger of a diminution in the efficiency with which the work of the society is at present carried on. It is probably true to say that there is more gratuitous work done, and time bestowed, by men whose time is of great value, at the Law Institution than at any similar institution, and the club is one means of binding the class of men referred to to the society. At the same time, it has always appeared to us that there is a serious lack of means of bringing the great body of London solicitors into social intercourse. What is wanted is a solicitors' common room, where light refreshments, good in quality and reasonable in price, could be obtained, and the newspapers seen, by the great number of solicitors who have to wait about the courts. Such common rooms, established by the benchers of the inns of court for members of the bar, have been a great success. That at Lincoln's-inn—admirably conducted by a committee of barristers—is, we believe, very prosperous financially, although no expenditure is spared which will tend to the comfort or convenience of members, and although the subscription is only half a guinea a year. We are convinced that, if the Council of the Incorporated Law Society can devise the means of affording the necessary accommodation (no doubt a matter of difficulty), the establishment of a solicitors' common room, open to members of the society at a small subscription, will be found, both financially and in more important respects, a valuable aid to the society.

IT WAS NOT to be expected that the controversy between Sir WILLIAM HARCOURT and Mr. DARLING on the rights of juries would proceed far without reference to the famous ballad which Lord MANSFIELD misquoted in his judgment in the *Dean of St. Asaph's case*. As a general maxim of law, it is, of course, perfectly clear that questions of law are for the judge and questions of fact are for the jury, but it is equally clear that in criminal matters the jury, after hearing the direction of the judge, are masters of the situation, and that if, in defiance of the law as applicable to the facts proved, they choose to find a verdict of acquittal, there is no power which can prevent their doing so, or which can reverse their action. In cases of libel it was well settled law, before Fox's Libel Act, that the fact of publication and the meaning of the words used were the only questions for the jury, and the question whether the words with such meaning were in law libellous was one solely for the judge. It was thus

almost impossible for a jury, where the publication and meaning were clear, to return a verdict of not guilty in defiance of the direction of the judge, the violation of their oaths being too transparent. This fact, and the growing feeling in favour of the liberty of the press, brought the question of the function of the jury in such prosecutions prominently to the front, and in consequence Fox's Libel Act was passed. But though that professed to be declaratory only, this was a mere fiction. No one doubted that the question of libel or no libel had been till that time one exclusively for the judge. This is clear enough from Lord MANSFIELD's judgment in *The Dean of St. Asaph's case*, and how little chance ERSKINE had of succeeding in his famous argument before him is shown in the description which he afterwards gave in the defence of PAINE:—"I ventured to maintain this very right of a jury over a question of libel before a noble and reverend magistrate of the most exalted understanding and of the most uncorrupted integrity. He treated me, not with contempt indeed, for of that his nature was incapable, but he put me aside with indulgence, as you do a child when it is lisping its prattles out of season" (CAMPBELL'S *Lives of the Lord Chief Justices*, ii., 543). But the subsequent transfer of the question of libel or no libel from the province of the judge to the province of the jury has nothing to do with the general theory as to the functions of the latter. It is their regular duty to take the directions of the judge as to the law and apply these to the facts proved. Whenever the law becomes obnoxious, they have to consider how far they will perform their legal duty and enforce the law, or how far they will exercise their undoubted power to violate that duty and decline to enforce the law. Whether, in adopting the latter course, they are exercising a power which is in its nature constitutional or not, it is hardly necessary to inquire. The power exists, and it is recognized that on occasion it may be beneficially used.

THE DECISION of the Court of Appeal last week in the case of *Fisher v. Roberts* (reported elsewhere) illustrates very forcibly the operation of the words "not negotiable" written across the face of a crossed cheque. Section 81 of the Bills of Exchange Act, 1882, as our readers will no doubt remember, provides (as had been previously provided by section 12 of the Act 39 & 40 Vict. c. 81, which is repealed by the Act of 1882), that "where a person takes a crossed cheque which bears on it the words 'not negotiable,' he shall not have, and shall not be capable of giving, a better title to the cheque than that which the person from whom he took it had." In the case referred to, one STEVENSON carried on business as a builder, under the style of STEVENSON & Co. The plaintiff FISHER entered into partnership with STEVENSON, for the purpose of a particular building contract between the latter and the School Board for London. The partnership agreement was contained in a letter written by FISHER to STEVENSON, and was (*inter alia*) as follows:—"You shall not be liable to contribute any of the necessary working capital, the same to be provided by me, and all moneys receivable by me only. The receipts signed by me STEVENSON & Co. to be only valid." This agreement was not known to the school board, and they paid a sum of £140, which became due under their contract, to STEVENSON by means of a crossed cheque for the amount. The cheque was made payable to STEVENSON & Co., and bore on its face the words "not negotiable." STEVENSON indorsed the cheque "STEVENSON & Co.," and, instead of handing it over to the plaintiff, as he was bound to do under the agreement between them, took it to the defendant and asked him to get it cashed for him. The defendant, who knew nothing of the fraud, and was ignorant of the partnership between the plaintiff and STEVENSON, paid the cheque into his own banking account and gave STEVENSON cash for the amount, which STEVENSON appropriated. STEVENSON was afterwards convicted of stealing the cheque. The action was brought to recover the amount of the cheque from the defendant. At the trial FRY, L.J., held that section 81 applied, and that the plaintiff was entitled to recover the amount. It was contended on the appeal that STEVENSON, as a partner, had a *prima facie* title to deal with the partnership assets, and that consequently section 81 did not apply. The court (Lord Esher, M.R., and LINDLEY and LOPES, L.JJ.) however, agreed with FRY, L.J., that section 81 exactly applied, and affirmed his judgment in favour of the plaintiff. As between FISHER and STEVENSON, the former was the true owner of the cheque, and the effect of the

words "not negotiable" was, that STEVENSON could not confer on the holder of the cheque a letter title than he himself had, and, as against the plaintiff, he had no title at all. This result appears at first sight a great hardship upon the defendant, who was a *bona fide* holder of the cheque for value, and could not possibly have known the nature of the private agreement between STEVENSON and the plaintiff, and, in fact, did not even know of the existence of the partnership. But, having regard to the words of section 81, it seems impossible that the court could come to any other conclusion. The case shews what a valuable protection section 81 affords to the true owner of a crossed cheque, while, at the same time, it must serve as a warning against the perils incurred by a person who gives value for such a cheque. He takes the cheque entirely at his own risk, and cannot afterwards be heard to complain, as against the real owner, that he has been defrauded. We doubt whether the effect of the magic words "not negotiable" upon a crossed cheque has hitherto been fully appreciated, but after this decision there can be no room for mistake about the matter.

IN A USEFUL pamphlet Mr. CHARLES ASHWORTH JAMES has indicated shortly the main results arrived at by the Select Committee of the House of Commons which was engaged from 1886 to 1888 in investigating the question of leasehold enfranchisement. The evidence taken by them was very voluminous, and it has been excellently digested in two volumes, which we have formerly noticed, where also the case against current proposals intended to benefit the leaseholder is clearly stated. Mr. JAMES works on the same lines, though within a much shorter compass. His chief object is to emphasize the findings of the Committee, and he gives no more details than are necessary for their explanation. At the outset it is, of course, easy to shew that few occupiers have the interest in their houses which would enable them to enfranchise, and the person who would reap the benefit of the scheme would apparently be the much detested middleman. Some idea of the actual desire to enfranchise is given by the experience of Mr. HENNEAGE at Grimsby, where, out of 989 freeholds offered for sale to the lessees, only 32 were purchased, and it is noted that the Committee, in their report, connected the desire for enfranchisement, so far as it is prevalent, with the idea that the landlord's claim to compensation for all his existing rights and interests is inequitable, and ought not to be fully recognized. Another point made is the exposure of the fallacy that the leasehold system conduces to bad building. As a matter of fact, some of the worst neighbourhoods in London, which were at one time supposed to point the moral against the leasehold system, have been found to be areas of small freeholds where, in consequence of the tenure, there is no obligation on anyone to repair. On the other hand, Mr. JAMES points out that the leasehold system produces a large supply of houses, and on many estates, at any rate, their condition is kept up by means of the covenants to repair, while the simultaneous falling in of leases gives opportunities for extensive improvements which are impossible where the land is divided amongst a number of small freeholders. These and other arguments against leasehold enfranchisement, many of which commended themselves to the Select Committee, will be found usefully epitomized in Mr. JAMES's pamphlet.

#### DEFENDANT FIRMS.

A STRIKING example of the difficulty which has been created by the decision of the Court of Appeal in *Davies v. André*, to which we referred at some length last week, has just been furnished by the case of *Allden v. Prentis & Co. and Beckley & Co.* That case arose on the refusal of the Central Office to accept an appearance in the following form:—"Enter an appearance for R. D., served as a partner in the firm of Beckley & Co. (Signed) G. H., solicitor for the said R. D." It will, of course, be noticed at a glance that there is, in such an appearance, an implied denial of partnership. The appearance was refused on the authority of *Davies v. André* (38 W. R. 437, 24 Q. B. D. 598), by which it was decided that, in an action against a firm, a person served as a partner, but who denied that he was a partner, could not enter a conditional appearance denying partnership. The implied denial in the appearance tendered was obvious enough, and, indeed, it

was admittedly tendered in that form with the object of protecting the person served with the writ from having execution issued against him under ord. 42, r. 10 (c), while at the same time leaving him at liberty to deny the fact of partnership. The refusal of the Central Office to accept the appearance was upheld by the judge in chambers, and the Divisional Court was moved to allow the appearance to be entered as of the day on which it was first tendered. The Divisional Court held that the appearance might be entered in the name of the person wishing to appear, without condition, and without description of any kind. Having regard to *Davies v. André*, this was the only possible appearance which could be entered. There was just this one way in which *Davies v. André* might be avoided, and at the same time a person served as a partner, but who was not a partner, might be allowed to protect himself against having an execution issued against him. And the Divisional Court, feeling the absolute necessity of allowing a person so situated to protect himself, have taken this sole remaining way out of the difficulty. We do not take any exception to this decision, but we have no hesitation in saying that in its general bearing upon actions against firms it will have the effect of making confusion worse confounded.

To understand clearly the precise bearing of this case on the practice, it must be borne in mind that it is not, and never has been, under the Judicature Acts and Rules, the practice of the court to accept the appearance of any person who desires to appear in an action or matter, unless that person is a party to the action or matter, or is entitled under the Rules of Court to enter an appearance. A person cannot come and enter an appearance as a matter of course in any action, whether he is a party to it or not. Before his appearance is accepted he must in every case shew by his appearance that he is either a defendant in the action or is otherwise entitled under the rules to enter his appearance. In a great number of cases persons claiming to be interested seek to enter an appearance, and are refused until they have taken the necessary steps to place themselves on the record as parties. Any other practice would be most unjustly embarrassing to plaintiffs. The ordinary official form of appearance ends with the words "Solicitor for the above-named defendant," and if the party appearing is not a defendant, the practice is to require the form to be altered so as to shew the capacity in which such party appears. Ord. 12, r. 15, says that "persons sued as partners in the name of their firm shall appear individually in their own names." In strict conformity with this rule, and with the established practice with regard to appearance, every person who appears as a partner in a firm must describe himself as "a partner in the firm of, &c., the above-named defendants."

The decision in *Allden v. Prentis & Co.* will have the effect of changing the practice of appearance altogether in actions wherein the defendants are a firm; and this change may, and probably will, work great injustice to plaintiffs in such actions. Let us, for the sake of clearness, put a hypothetical case: A. brings an action against B. & Co. An appearance is entered for C., without any description of himself as a defendant, or otherwise. Obviously, such an appearance must operate as a bar to judgment in default against the firm. There is nothing to shew that C. is not a partner. The appearance contains neither admission nor denial of partnership, but is, ostensibly at least, an appearance under ord. 12, r. 15. Therefore, before A. can sign judgment in default against the firm sued, he must move to strike out C.'s appearance. If the defendant firm is composed of persons who will resort to any amount of sharp practice to delay the plaintiff's action (and there are many such), they will allow the order striking out the appearance of C. to be made, with only a mere shew of resistance, and will promptly tender an appearance for D. without description, as in the case of C. Since *Allden v. Prentis & Co.*, where is the authority to refuse such an appearance? And what penalty, beyond the payment of the costs of setting aside these appearances, can the court inflict upon the persons entering them? But the case of *Allden v. Prentis & Co.* is worse even than that which we have pictured in our hypothetical action. Here there are two defendant firms, and a person is permitted to appear without description. Such an appearance must, until an order is obtained, stand as a bar to judgment in default against either firm, because there is nothing on the record to shew that the person appearing is not a partner in either or both of the firms sued.

Moreover, there is another difficulty of great importance which

this decision will raise. Ord. 42, r. 10 (b), says that a judgment against a firm may be executed against any person who has appeared in his own name under ord. 12, r. 15. The person served may actually be a partner, and, under this decision, he may appear without saying whether he is or is not a partner. When the plaintiff obtains his judgment against the firm, will he be in a position to issue execution against the person so appearing? Or will he be compelled to apply for an order for execution against that person? If the latter, what security is there that undoubted partners served will not appear, under the authority of this case, without any admission of partnership, and so compel the plaintiff in every instance to obtain an order before issuing execution against them personally?

The course adopted by the Divisional Court was absolutely necessary, under the circumstances, to prevent a great possible injustice. But when, in 1887, the masters were brought face to face with the defect in the rules of court with regard to partners to which we called attention in our last issue, the course now adopted in *Allden v. Prentis & Co.* was duly considered and rejected in favour of the plan of permitting a person served as a partner, who was not a partner, in a defendant firm, to enter an appearance denying partnership. That plan was not open to the Divisional Court, because the Court of Appeal had, in *Davies v. André*, ruled it out of order. They were, therefore, compelled to adopt the method of meeting the difficulty which had previously been considered and rejected on account of the great practical inconvenience attaching to its general adoption. Surely this fact alone should be sufficient to emphasize with adequate force the necessity which exists for altering the rules as to partners, either in the way indicated in our last issue, or in some other way.

FRANCIS A. STRINGER.

#### CAN A DIRECTOR PLEAD THE STATUTE OF LIMITATIONS UNDER THE TRUSTEE ACT, 1888?

On the 6th of June a case of *Re The Lea Bridge Tramway Co.* came before Mr. Justice Kay, in which a liquidator had taken out a summons against directors, under section 165 of the Companies Act, 1862, to make them repay certain moneys to the company. The moneys had been applied by the directors in paying the costs of an application to Parliament. Such an application was *ultra vires*, but the directors had acted honestly in the matter, and more than six years had elapsed between the misapplication of the money and the issue of the liquidator's summons, and the directors relied on the Trustee Act, 1888. Under these circumstances the court sanctioned a compromise, which had been provisionally agreed to between the liquidator and the directors, under which the directors paid about a quarter of the amount of the sums misapplied, and each party bore their own costs.

It would have been interesting to have had a decision on the point here raised—namely, whether directors of a company are trustees within the meaning of the Trustee Act, 1888, so as to be able to plead the Statute of Limitations under it. That Act enacts, by section 1, that the expression "trustee" shall be deemed to include an executor or administrator and a trustee whose trust arises by construction or implication of law as well as an express trustee, but not the official trustee of charitable funds. Now prior to the Act it had been held that a director of a company who misapplied its funds was so far a trustee that he could not plead the old Statutes of Limitation: *Re Exchange Banking Co., Flitcroft's case* (30 W. R. 695, 21 Ch. D. 519). It appears to be a fair argument that all persons who were disabled from pleading the old Statutes of Limitations on the ground that they were trustees, should be held to be trustees for the purposes of the new Act. In considering this point, it is material to observe that section 8 of the new Act does not apply to any claim which is founded upon any fraud or fraudulent breach of trust to which the trustee is party or privy, or is to recover trust property, or the proceeds thereof, still retained by the trustee, or previously received by the trustee and converted to his use. A decision that directors were trustees within the statute would leave all cases of fraud in the same position as before. In further support of the view that a director may plead the statute, we may cite the case of *Ramskill v. Edwards* (34 W. R. 96, 31 Ch. D. 100), where it was held that bankruptcy was no bar to a claim for a misapplication by a director, because such an act

was a breach of trust. In other cases, also, a director has been called a trustee or a quasi-trustee, and it has been urged that he is not a trustee for creditors but for the shareholders, though we should say ourselves that he was not a trustee for either of them, but for the company: *Re Wincham Shipbuilding Co., Poole, Jackson, and Whyte's case* (26 W. R. 588, 9 Ch. D. 322), *Re Oxford Benefit Building Society* (35 W. R. 116, 35 Ch. D. 502). Then, if a director is a trustee within the Trustee Act, 1888, it should follow that a claim against him is barred at the end of six years; for section 8 of the Act puts the claim on the same footing as an action of debt for money had and received, which is barred by the Statute 21 Jac. 1, c. 16, at the end of six years.

It remains to be considered from what date the period of six years should run, whether from the date of the misapplication or of the winding-up order; whether the liquidator merely stands in the shoes of the company, or has a new right on behalf of creditors under section 165 or by general law. On this point we may observe that in *Leeds Estate Co. v. Sheppard* (36 W. R. 322, 36 Ch. D. 787) an auditor was allowed to plead the statute to a claim under section 165, so as to bar any liability for defaults made six years before the issue of the writ, although less than that period intervened between the commencement of the winding up and the date of the trial. Again, it is laid down in *Re Canadian Land Co., Coventry and Dixon's case* (28 W. R. 775, 14 Ch. D. 660), that section 165 creates no new right, but merely provides a summary mode of calling directors to account for acts for which they are liable to an action. Now it is clear that when moneys of a company are misapplied by directors, an action can be brought against them in the name of the company the very next day (see *Re Exchange Banking Co., Flitcroft's case*, 30 W. R. 695, 21 Ch. D. 519; *Re Oxford Benefit Building Society*, 35 W. R. 116, 35 Ch. D. 502), and it seems that any one shareholder may maintain such an action on behalf of all (*Guinness v. Land Corporation of Ireland*, 31 W. R. 341, 22 Ch. D. 349), or on his own account alone (*Tomkinson v. South-Eastern Railway Co.*, 35 W. R. 758, 35 Ch. D. 675).

It has also been held that executors of a deceased director cannot be summoned under section 165: *Fellom's Executors' case* (14 W. R. 247, L. R. 1 Eq. 219), *Ex parte Hawkins* (16 W. R. 1136, L. R. 3 Ch. 791), *Re British Guardian Life Assurance Society* (28 W. R. 945, 14 Ch. D. 335); but they are clearly liable to an action: *Ramskill v. Edwards* (34 W. R. 96, 31 Ch. D. 100), *Leeds Estate Co. v. Sheppard* (36 W. R. 322, 36 Ch. D. 787). It would be difficult, therefore, to maintain that, in a summons under section 165, time should run from the date of the winding-up order, unless the same contention would prevail in the case of an action against executors of a deceased director. The same result may also be deduced from the rule that the court has a discretion to allow a summons under section 165 or to direct an action to be brought: *Re Bank of Gibraltar and Malta* (14 W. R. 69, L. R. 1 Ch. 69). Furthermore, it has been laid down in many cases that a liquidator merely stands in the shoes of the company: *Waterhouse v. Jamieson* (L. R. 2 H. L. 53, 29, 18 W. R. H. L. Dig. 8), *Re Wincham Shipbuilding Co., Poole, Jackson, and Whyte's case* (26 W. R. 588), 9 Ch. D. 322; and this is one of the few points on which the decisions of the late Sir GEORGE JESSEL, sitting as Master of the Rolls, were reversed by the Court of Appeal: *Re Canadian Land Co., Coventry and Dixon's case* (28 W. R. 775, 14 Ch. D. 660), *Re Dronfield Silkestone Coal Co.* (29 W. R. 768, 17 Ch. D. 76), which qualify *Re National Funds Assurance Co.* (27 W. R. 302, 10 Ch. D. 118).

On the whole, therefore, although the matter must be considered doubtful, we incline to the opinion that a director can now plead the Statute of Limitations in a case within the Trustee Act, 1888, and that time runs from the date of the misapplication of the money.

The following are the circuits chosen by the judges of the Queen Bench Division for the ensuing Summer Assizes—viz., South-Eastern Circuit, Mr. Baron Huddleston; Western Circuit, Mr. Justice Denman and Mr. Justice Mathew; Home Circuit, Mr. Justice Denman; Midland Circuit, Mr. Justice Hawkins, Mr. Baron Pollock and Mr. Justice Lawrence joining the circuit at Birmingham, when Mr. Justice Hawkins will return to town; North Wales Circuit, Lord Chief Justice Coleridge; South Wales Circuit, Mr. Justice Stephen; Northern Circuit, Mr. Justice A. L. Smith and Mr. Justice Vaughan Williams; North-Eastern Circuit, Mr. Justice Wille and Mr. Justice Charles. Mr. Justice Day and Mr. Justice Grantham will remain in town.

## REVIEWS.

## PATENTS.

THE LAW AND PRACTICE OF LETTERS PATENT FOR INVENTIONS, WITH THE PATENTS ACTS AND RULES ANNOTATED, &c. By LEWIS EDMUNDS, D.Sc., Barrister-at-Law, assisted by A. WOOD RENTON, M.A., LL.B., Barrister-at-Law. Stevens & Sons (Limited).

Described in the manner justified by a classic precedent, this book contains about 1,000 royal octavo pages, and weighs all but five pounds, while its cubic contents are equal to those of Johnson's *Patentees' Manual* and Lawson on the Patent Acts, together with something over. It is a little startling for the first edition of a new work to be so ponderous, and it must be admitted that a book of such dimensions is less likely to be taken into court than a smaller one. Some part of this bulk might well have been spared, since the *Patents Act*, 1883-8, are not only to be found (less Parts III. and IV.) consolidated and annotated in the second division of the book, where they occupy no less than 130 pages, but they are also to be found (including Parts III. and IV.) consolidated, but not annotated, in the appendix of statutes, where also the Acts subsequent to that of 1883 are to be found separately, occupying altogether some sixty pages more. Surely, if the author considered it necessary, for purposes of comparison or otherwise, to print the designs and trademarks parts of the Acts, it would have sufficed to have printed the Acts once in their entirety, confining the annotations to the patents sections.

Having said so much, we have nothing but commendation for the book. Conceived in a large and comprehensive spirit, it is well and thoroughly carried out. Intending it to be the standard book on the subject of patents, to take the place of the always valuable but in great part obsolete *Hindmarch*, the author has—wisely as we think—not confined himself to a bare statement of the law as it is, but has been at great pains to elucidate its history and growth. The circumstances which led up to the famous Statute of Monopolies are fully stated, the effect and consequences of that statute are described, together with the various attempts, some successful and some unsuccessful, which have been subsequently made to amend and amplify the law. Some of the references to proposed legislation which never took effect might perhaps have been spared, but this is a very venial fault, if fault it be. The historical part of the book is supplemented in the appendix by a reprint of the various statutes which, though many of them are now repealed, have from time to time governed the grant and ownership of letters patent, and it cannot, we think, be disputed that the result must be, not only to interest the reader, but to enable him to appreciate, with far greater clearness than would otherwise be possible, the decisions given while these repealed Acts were in force.

So far as we have been able to test it, the statement of the existing law is accurate and clear, and the system of giving in the notes the dates of the cases cited is a useful one, though here and there some little inaccuracies have crept in—e.g., the date of *Vavasour v. Krupp* is given at page 221 and in the table of cases as 1870, while at page 262 the correct date, 1875, is given. The book includes a good table of the various Orders in Council made under sections 103 and 104 of the Act of 1883, for the purpose of giving effect to the international convention, and a useful collection of abstracts of foreign and colonial laws. The cases are also brought well down to date, seeing that some reported only last month are given in the text. As an example of the notes to the Acts of Parliament, we may refer to that to section 13 of the Consolidated Acts of 1883-8, which deals with the date of the patent, and is of especial interest just now, seeing that this question was hotly debated at the recent Madrid Conference between the representatives of Great Britain and the United States, the former supporting the practice prescribed by the English Act, which requires every patent to be dated and sealed as of the date of the application, whereas the latter desired to retain the date in use in the United States, which is the date of the publication of the grant. The note to the section traces the history of the English law on the point from 18 Hen. 6, c. 1, which required letters patent to be dated of the day of the delivery of the king's warrant to the Chancellor, to 15 & 16 Vict. c. 83, s. 23, which enabled them to be dated as of the day of application, and the present Act, which renders that date imperative. This is a short and simple matter, but on more complicated questions the notes seem equally concise and to the point. The book is one to be recommended.

## CROWN OFFICE PRACTICE.

THE PRACTICE ON THE CROWN SIDE OF THE QUEEN'S BENCH DIVISION OF HER MAJESTY'S HIGH COURT OF JUSTICE (FOUNDED ON CORNER'S CROWN OFFICE PRACTICE), INCLUDING APPEALS FROM INFERIOR COURTS. WITH APPENDICES OF RULES AND FORMS. By FREDERICK HUGH SHORT, Chief Clerk of the Crown

Office, and FRANCIS HAMILTON MELLOR, M.A., Barrister-at-Law. Stevens & Haynes.

This work has been published at a most opportune moment, and will probably become as well-recognized an authority on the subjects of which it treats, as was, in former days, the book on which it is founded—namely, *Corner's Crown Practice*. These subjects are of great importance, and very numerous, and include "Mandamus," "Prohibition," "Certiorari," "Special Cases from Quarter Sessions," "Indictments found in or removed into the Queen's Bench Division," "Criminal Informations," "Informations Quo Warranto," "Trial at Bar," "Error," "Habeas Corpus," "Bail," "Outlawry," "Attachment," "Articles of the Peace," "The Writ de Contumace," "Capiendo and Excommunicato Capiendo," "Inquisitions," "Scire Facias," "Restitution," "Subpoena," "Affidavits," "Appeals from Inferior Courts," "Petty Bag Proceedings," and "Appeals to Court of Appeal." In Messrs. Short and Mellor's work each of these subjects is adequately dealt with, though it has been found impossible to enter fully into the law on each subject without making the book too bulky for practical purposes. The changes effected by the Judicature Acts in the Crown Practice are, of course, indicated, but, as the authors point out, these are really little more than nominal, and the procedure on the Crown side of the Queen's Bench Division still remains an exceptional procedure, dealing with its appropriate subject-matter and governed by its own rules. In a short introduction of seven pages, the history and nature of the Crown jurisdiction are sketched, and the question how far the Crown practice of the old Court of Queen's Bench has been, or may be, modified by Rules of the Supreme Court, is duly considered.

One of the most useful chapters in the whole book is that which treats of "Appeals from Inferior Courts." These proceedings are not, it is to be noticed, strictly speaking, Crown side proceedings, but certain appeals which fall within the scope of section 45 of the Judicature Act, 1873, are, by virtue of ord. 59, r. 4, of the Supreme Court Rules, assigned to the Crown Office. In dealing with appeals from county courts the matter is a good deal condensed, and, perhaps wisely, all discussion is avoided of the question to which we recently referred (*ante*, p. 482)—viz., whether an appeal lies from interlocutory orders made in the course of an action as well as from orders made in "matters," which, by the County Courts Act, 1888, are defined to be "proceedings commenced otherwise than by plaint." It would, however, have been useful to know definitely whether, in the opinion of the learned authors, appeals by way of special case are abolished in all cases, or merely in ordinary county court actions. On this subject the authors content themselves with stating that ord. 59, r. 10, abolishes appeals by way of special case, except, perhaps, in cases where such a form of appeal is expressly given under special circumstances (*Wilkinson v. Jagger*, 20 Q. B. D. 423, *per* Wills, J.). We venture to think, however, that it is by no means improbable that it will eventually be held that, in actions under special statutes, which prescribe only one mode of appeal from the county courts—namely, by special case—that form of appeal is still available, and possibly the only mode available in such cases (see *Pitt-Lewis' County Courts*, 4th ed., vol. 1, pp. 585, 586).

We must not conclude this notice without calling special attention to Appendix E, which contains a number of very useful forms, prepared by the authors, applicable in certain proceedings on the Crown side. These forms are, of course, additional to those prescribed by the Crown Office Rules, 1886, which are set out in Appendix D. An index of nearly 100 pages, and containing over 400 different titles, completes a work which merits the approbation which we predict it will receive from both branches of the profession.

## THE PALATINE COURT OF DURHAM.

THE PALATINE COURT OF DURHAM ACT, 1889. Edited, with Notes and an Introduction, by JOHN BRUCE WILLIAMSON, B.A., Barrister-at-Law. Newcastle-on-Tyne: Beavis, Stewart, & Co.

This book is a useful guide to the Act of last year, which was intended to infuse new life into the Chancery Court of Durham. Of the *jura regalia* originally exercised by the Bishop of Durham an interesting account is given by Mr. Williamson in the introduction. These appear to have been at their height in the time of Anthony Bek, who became bishop in 1283, and successfully maintained them against the justices in eyre, who summoned him under the Statute of Gloucester to shew his title. At length, however, the tide turned, and successive encroachments were made upon them until, in 1536, all that were left, except the Court of Pleas and the Court of Chancery, were transferred to the Crown. In 1875 the jurisdiction of the former court became vested in the High Court, and the Court of Chancery was thus the only relic of the old sovereign jurisdiction of the bishops. Hitherto it has been but a survival. With an antiquated procedure, and without the power of enforcing its decrees beyond the limits of the county, it has naturally failed to attract any considerable business, and much of the local work, that might usefully have been transacted there, has found its way to London. The present Act is

intended to alter all this. By section 1 the Chancellor of the County Palatine, with the concurrence of the Lord Chancellor, has power to adopt, with such variations as may be necessary, the rules of the High Court, and section 3 provides that judgments and orders of the Palatine Court may, where necessary, be enforced by making them orders of the High Court. The practice of the court being thus improved, and the efficacy of its orders secured, subsequent sections confer upon it power with regard to the property of infants and administration of assets (section 6); power with regard to all matters as to which summary jurisdiction is conferred upon the High Court (section 7); the powers of the High Court under the Trustees Acts and the Charitable Trusts Acts (sections 8 and 9); and the powers of the High Court under the Partition Act, 1876; the Settled Estates Act, 1877; the Conveyancing Act, 1881; and the Settled Land Acts, 1882 and 1884 (section 10). It is obvious that these brief enactments leave room for much explanatory matter, and Mr. Williamson usefully epitomizes in his notes the powers which are thus conferred. Together with the ordinary books on the practice of the High Court his work will be found a sufficient guide for those who have business in the Palatine Court.

## CASES OF THE WEEK.

### Court of Appeal.

**MAYOR, &c., OF SALFORD v. COUNTY COUNCIL OF LANCASHIRE**—No. 1, 10th June.

**LOCAL GOVERNMENT ACT (51 & 52 VICT. c. 41)—LIABILITY OF COUNTY COUNCIL—CONTAGIOUS DISEASES (ANIMALS) ACTS (32 & 33 VICT. c. 70; 41 & 42 VICT. c. 74).**

This was an appeal from the decision of Grantham, J. The action was brought to recover a sum of £686 paid by the plaintiffs between 1869 and 1878 to the county authorities under the Contagious Diseases (Animals) Act, 1869. By section 90 of that Act, "The expenditure of a local authority in compensation for animals slaughtered . . . or in respect of principal of or interest on money borrowed in pursuance of this Act, shall be defrayed out of the local rate or out of a separate rate to be levied in all respects as the local rate." By section 97, "Notwithstanding anything in this Act, the local authority of each borough situate within a county, and assessed to the county rate thereof, shall be recouped the proportionate amount contributed by the borough to the expenses incurred by the local authority of the county in pursuance of this Act . . . so that the burden of those expenses shall be borne wholly by the county, and not as to any part thereof by any borough situate within the county." The local authority is defined by the Act as "the justices in general or quarter sessions assembled." The Act was repealed by the Contagious Diseases (Animals) Act, 1878, which, however, provided, by section 4, that "the repeal of enactments or any other thing in this Act shall not affect the past operation of those enactments . . . or any right, title, obligation, or liability accrued . . . under any of those enactments." By section 37, "A local authority may sue and be sued . . . for all purposes of this Act . . . as if they were incorporated." In 1888, by the Local Government Act (51 & 52 VICT. c. 41), the powers of justices were transferred to the county council, and by section 64 all property of the county passed to them, subject to all debts and liabilities, and to the same conditions and restrictions as if the Act had not been passed. Grantham, J., gave judgment for the defendants, holding that the only remedy against the justices under the Act of 1869 was by *mandamus*, and not by action. The plaintiffs appealed.

THE COURT (LORD ESHER, M.R., and LINDLEY and LOPES, L.JJ.), without calling on counsel for the respondents, dismissed the appeal. Lord ESHER, M.R., said that the first question was whether, under the Act of 1869, the justices had been incorporated so that they could be sued. It was clear that they had not been expressly incorporated, but the case of the *Conservators of the River Tons v. Ash* (10 B. & C. 349) had been cited as an authority for the contention that they were incorporated by necessary implication from the Act. In that case the implication of incorporation was necessary, because there was no other way in which the Act could be carried into effect. There was no such necessity here, for it was admitted that under the Act of 1869 the plaintiffs had a remedy against the justices by *mandamus*, which might possibly be to compel the justices to pay out of a special fund, if they had such special fund, or to levy a rate. The incorporation by necessary implication from the Act therefore fell to the ground. Then it was said that the plaintiffs had a power to sue because the Act of 1878, which repealed the Act of 1869, kept alive all liabilities and obligations accrued under that Act, and gave, by section 37, a power to sue. But that power to sue was only "for all purposes of this Act," and had no application to the Act of 1869. Then came the Act of 1888, vesting the powers and property of the justices in the county council, subject, no doubt, to all debts and liabilities affecting it, but subject also to the same restrictions as before. The power to proceed under the Act of 1869 against the justices by *mandamus* only was such a restriction, and was not affected by the Act. Whether a *mandamus* would lie against the county council it was not necessary now to consider, since, even if it were possible, the court must refuse to amend the procedure and allow an action for debt to be turned into an action for a *mandamus*, in which grave questions might arise which ought to have been considered in the court below. There was yet another and a fatal objection to the

plaintiffs' claim. The right to be recouped under the Act of 1869 was a right to be paid out of a particular fund, and an action upon it was an action on the case, and not an action for a statutory debt. It was therefore barred by the lapse of six years under the Statute of Limitations. LINDLEY and LOPES, L.JJ., gave judgment to the same effect.—COUNSEL, Gully, Q.C., and K. Sutton; *Henn Collins*, Q.C., and *Smyley*. SOLICITORS, Trass & Jarmain, for J. Brown, Salford; *Riddale & Son*, for F. C. Hulton, Manchester.

**FISHER v. ROBERTS**—No. 1, 6th June.

**CHEQUE—CROSSED "NOT NEGOTIABLE"—CHEQUE INDORSED IN FRAUD OF PARTNER—RIGHT OF INDORSER TO PROCEEDS—BILLS OF EXCHANGE ACT, 1882 (45 & 46 VICT. c. 61), s. 81.**

Appeal from the judgment of Fry, L.J., at the trial, without a jury, of an action to recover the proceeds of a cheque. The plaintiff entered into partnership with a builder, named Stevenson, who carried on business as Stevenson & Co., in respect of a particular contract which Stevenson had made with the School Board for London. The partnership agreement was contained in a letter from the plaintiff to Stevenson, paragraph 3 of which was as follows:—"All moneys receivable by me only. The receipts signed by me, Stevenson & Co., to be only valid." A payment under the contract falling due, Stevenson received a cheque for £140 from the school board payable to Stevenson & Co. or order, and crossed with the addition of the words "not negotiable." Stevenson, in fraud of the plaintiff, indorsed the cheque to the defendant, who had no knowledge of the fraud or that the plaintiff was a partner, and received the amount from him. The cheque having been duly honoured, the plaintiff brought an action to recover the amount from the defendant. Fry, L.J., held that the defendant had no title to the cheque or its proceeds by reason of section 81 of the Bills of Exchange Act, 1882, and gave judgment for the plaintiff.

THE COURT (LORD ESHER, M.R., and LINDLEY and LOPES, L.JJ.) dismissed the appeal. Lord ESHER, M.R., said that, the cheque being crossed and made "not negotiable," by section 81 of the Bills of Exchange Act, 1882, the defendant could have no better title to the cheque than the person from whom he received it. By the partnership agreement Stevenson had no title to the cheque as against the plaintiff, and therefore the defendant, who had no better title than Stevenson, had no right to the cheque or its proceeds as against the plaintiff. The defendant must accordingly pay the amount to the plaintiff. LINDLEY, L.J., concurred. As between the plaintiff and Stevenson, the plaintiff had the exclusive right to the cheque and to get it cashed. There was no escape from section 81, and the defendant had no better right than Stevenson. LOPES, L.J., concurred.—COUNSEL, J. Lawson Walton, Q.C., and H. D. Bosney; T. L. Wilkinson, Criepe, and Minton-Senhouse. SOLICITORS, Learey, James, & Moller, for C. H. G. Knowles, Luton; Edward Clarke.

**GRESHAM LIFE ASSURANCE SOCIETY v. STYLES**—No. 1, 10th June.

**REVENUE—INCOME TAX—ANNUITIES PAYABLE OUT OF PROFITS OR GAINS.**

This was an appeal from the decision of a divisional court (Pollock, B., and Hawkins, J.), reported 38 W. R. 480, 24 Q. B. D. 500. The Gresham Life Assurance Society carries on the business of a life assurance society and of granting annuities. The consideration for the granting of an immediate annuity is the payment of a lump sum or premium. The valuation balance-sheet of the society for the three years ending June 30, 1885, shewed a surplus profit of £93,056 16s. 8d. The society had during the triennium paid income tax on £120,722 by the tax being deducted at its source on payment to them of dividends and interest. In arriving at such surplus profit the society had taken into account the sum paid in discharge of these annuity contracts, amounting to £253,252 5s. 10d. and the sum of £3,247 which had been paid for income tax. These two sums added to the surplus profit amounted to the sum of £349,556 2s. 6d. From this amount the surveyor of taxes admitted the deduction of £120,722, on which income tax had already been paid, but he claimed to charge the society with income tax on the remainder. The commissioners confirmed the assessment, but stated a case, and the Divisional Court held that the amounts paid as annuities were liable to income tax as sums payable out of profits and gains within the meaning of section 102 of the Income Tax Act, 1842. The society appealed.

THE COURT (LORD ESHER, M.R., and LINDLEY and LOPES, L.JJ.) dismissed the appeal. Lord ESHER, M.R., said that the case was governed by the rule of construction laid down in *The Alexandria Water Co. v. Musgrave* (11 Q. B. D. 174) as applied to rule 4 of schedule D. of the Income Tax Act, 1842. It could not be deemed that the society was carrying on the business of selling annuities. If the 4th rule and section 102 did not exist, the profits of that business would be the difference between the receipts of the business and the sums expended to obtain those receipts. That expenditure would include, not only the wages and ordinary office expenses, but also the sums paid in fulfilment of the annuity contracts. The balance would be the net profit of the business. But by section 102 and rule 4 a different principle was laid down, by which the sum on which income tax was payable was to be assessed. If it were not for the compensatory clauses, which enabled the company to deduct from the annuities the amount of income tax paid on them, that would be a great hardship, and even as it was it might be a hardship in some cases. But all Income Tax Acts were tyrannical, and worked hardship to some people, and the court must not be deterred by questions of hardship from putting a proper construction on the section or rule. It was held in the case of *The Alexandria Water Co. v. Musgrave* that the company must be assessed in respect of the whole profits of the concern—the whole trade receipts—without deducting any annual interest paid by the company on its bonds. Rule 4 said that, in making up the debit side of the account

for the purpose of assessment to income tax, no notice was to be taken of either annual interest or annuities paid out of profits or gains. That was the construction put on the rule in the case of interest in *Alexandria Water Co. v. Muirgrave*, and that construction must now be followed in the case of annuities. Therefore, although, in the ordinary sense of the words, the payment of annuities would be part of the expenditure of the business, yet, in accordance with the rule, the society was not allowed to deduct such payments from their profits, but must pay income tax upon them, and must deduct the amount so paid from the annuities paid to the annuitants. The judgment of the Divisional Court was right and must be affirmed. LINDLEY and LOPEZ, L.J.J., concurred.—COUNSEL, *Sir Horace Davey*, Q.C., *Lumley Smith*, Q.C., and *W. Fooks*; *Sir Edward Clarke*, S.G., and *Danchoverts*. SOLICITORS, *R. L. Devonshire*; *Solicitor of Inland Revenue*.

#### WALLIS v. SAYERS—No. 2, 7th June.

PRACTICE—MODE OF ASCERTAINING DAMAGES IN CHANCERY DIVISION—INQUIRY IN CHAMBERS OR BEFORE OFFICIAL REFEREE.

In this case a question arose as to the proper mode of ascertaining the amount of damages in an action brought in the Chancery Division. The action was brought in 1884, claiming damages for an alleged wrongful conversion of goods comprised in a bill of sale given by the plaintiff to the defendant as security for a loan of £1,300. It was admitted that the bill of sale was void, as not being in accordance with the statutory form, but the defence raised was, that the plaintiff had by her acts affirmed and adopted the sale. At the trial Kekewich, J., held that the plaintiff had not adopted the sale, and he directed various inquiries to be made by an official referee, among which were an inquiry as to the value of goods sold and an inquiry as to the damages occasioned by the sale. The further consideration of the action was adjourned, and liberty to apply was reserved. The official referee reported that there were no damages which he could assess, there being, in his opinion, no evidence of anything improper or negligent in the conduct of the sale, and no evidence that the defendant had exceeded the rights given to him by the bill of sale. The referee adjourned the inquiry as to the value of the goods. The plaintiff then applied to the court that directions might be given to the referee as to the principle on which the damages ought to be assessed. Kekewich, J., remitted the action to the referee with a direction that regard was to be had to the fact that the bill of sale was admitted to be void, but his lordship declined to exclude from the referee's consideration any evidence showing that the sale was made at the request, or with the consent, of the plaintiff. The defendant appealed from the judgment at the trial of the action; the plaintiff appealed from the refusal to give further directions to the referee.

THE COURT (COTTON, BOWEN, and FRY, L.J.J.) (FRY, L.J., differing from the majority) dismissed the defendant's appeal, on the ground that the plaintiff had not by her acts affirmed the sale. And, on the plaintiff's appeal, the court varied the order directing inquiries, and referred the matter back to the referee on the footing that the sale itself was wrongful. COTTON, L.J., expressed his regret that the action had not been brought in the Queen's Bench Division, where it might have been disposed of without any reference as to damages. BOWEN, L.J., protested against the melancholy spectacle which this case presented. He sometimes feared that profane persons might not be entirely wrong in complaining that courts of justice had, at least, some of the attributes of the Circumlocution Office. He had never said anything disrespectful of the Chancery Division, but it was a melancholy spectacle to see a common law action, which might have been heard in one day, transformed and inflated into a Chancery suit, which had lasted Heaven knew how long, and would last Heaven knew how much longer. It must not be taken that this court acquiesced in the notion that in every case in the Chancery Division in which damages were given the judge ought to direct an inquiry as to damages instead of assessing the damages himself. References to assess damages ought to be made only when the inquiry would involve questions of detail, the investigation of which would be a waste of the time of the court. At the present moment his lordship did not know whether, in the present case, if the question of damages had been opened and tackled at the trial, it might not have been settled by agreement. At all events, the wrongfulness of the sale would have been established. FRY, L.J., said that he had more than once expressed his fear lest the practice of directing inquiries should lead to two trials when one would be sufficient. It might be necessary in some cases to send an action to a referee, but as a general rule his lordship objected to the splitting up of the trial into two inquiries—first, as to the right to damages; and, secondly, as to the amount of damages. The present case might have been entirely disposed of by the judge.—COUNSEL, *Warrington*, Q.C., and *Ribton*; *Neville*, Q.C., and *Ashton Cross*. SOLICITORS, *Edward Lee*; *S. H. Behrand*.

#### High Court—Chancery Division.

Re TUNNO, RAIKES v. RAIKES—Chitty, J., 4th June.

WILL—LEGACIES PAYABLE OUT OF SPECIFIC FUND—ABATEMENT.

In this case a testatrix, by her will, gave her diamonds to trustees upon trust to sell, and out of the proceeds of sale to expend £600 in the repair of a certain church, but, if the church were already repaired, or if a part only of the £600 should be expended, she directed that the said sum of £600, or so much thereof as should be unexpended, should fall into her residuary estate. The testatrix also directed her trustees to expend a further sum of £700 out of the proceeds of sale of the diamonds upon trusts which were held to be void. The proceeds of sale were £900 only.

The residuary legatee contended that the legacy of £600 should abate, notwithstanding that the legacy of £700 was void, relying on *Page v. Leapingwell* (18 Ves. 463).

CHITTY, J., said that the gift of £600 was tantamount to a first charge in respect of that sum on the proceeds of sale of the diamonds, and was, therefore, distinguishable from *Page v. Leapingwell*. There was no abatement.—COUNSEL, *Rigby*, Q.C., *Romer*, Q.C., and *S. Dickinson*; *Sir A. Watson*, Q.C., and *P. Wheeler*; *G. A. Watson*. SOLICITORS, *Francis & Johnson*; *H. R. Reynolds*; *Harries*, *Wilkinson*, & *Raikes*.

#### ALLEN v. OAKLEY—North, J., 7th June.

PRACTICE—JUDGMENT ON ADMISSIONS IN PLEADINGS—APPLICATION BY MOTION OR SUMMONS—COSTS—R. S. O., XXXII, 6; XL, 1.

This was a motion by the plaintiff for judgment on admissions in the pleadings, and the question arose, whether the plaintiff ought not to have applied for judgment by means of a summons in chambers, instead of by a motion in court, and whether, therefore, he was entitled to any more costs than he would have incurred if he had issued a summons for the purpose. The action was brought to obtain an injunction restraining the defendants from building so as to obstruct the plaintiff's ancient lights, or so as to interfere with the support of a wall belonging to the plaintiff. The plaintiff also claimed damages. The defendants, by their statement of defence, offered to give an undertaking not to carry up their building to any greater height than it was at the date of the commencement of the action, and still was. The defendants also said that they had brought £275 into court, and that that sum was more than sufficient to compensate the plaintiff for any damage which he might have sustained, assuming that the defendants' building was allowed to stand at its then height. The defendants also offered to pay to the plaintiff his costs of the action, including the costs of an order embodying the proposed undertaking, and directing the payment out of the £275 to the plaintiff, and staying further proceedings in the action, to which order the defendants thereby offered to consent. The plaintiff determined to accept the offer thus made by the defendants, and his solicitor sent to the defendants' solicitor minutes of an order embodying the proposed terms, stating at the same time that, if the minutes were approved, he would give notice of motion for judgment accordingly. The defendants' solicitors returned the minutes approved, with a letter in which they said, "With reference to your proposal to move for judgment, the matter may be concluded at a much less expense on a summons. On behalf of the defendants, we wish this course to be adopted. If you do not accede to this suggestion, please understand that we reserve to ourselves the right to use this letter with respect to any extra costs occasioned by a motion for judgment." Notwithstanding this letter, the plaintiff's solicitor gave a notice of motion for judgment in accordance with the approved minutes. Rule 6 of order 32 provides that "any party may at any stage of a cause or matter, where admissions of fact have been made, either on the pleadings or otherwise, apply to the court or a judge for such judgment or order as upon such admissions he may be entitled to, without waiting for the determination of any other question between the parties; and the court or judge may, upon such application, make such order or give such judgment as the court or judge may think just." And by rule 1 of order 40, "Except where by the Acts or by these rules it is provided that judgment may be obtained in any other manner, the judgment of the court shall be obtained by motion for judgment." On the hearing of the motion the defendants' counsel read the above letter, and asked that the plaintiff might be allowed only such costs as he would have incurred if he had made the application by summons instead of by motion. Reliance was placed on the decision of North, J., in *London Steam Dyeing Co. v. Digby* (36 W. R. 497, 32 SOLICITORS' JOURNAL, 341). In that case the action was brought to restrain the defendants from issuing a particular trade circular. The defendants, by their statement of defence, offered to submit to a perpetual injunction, in the terms of an interim injunction which had been previously granted, "to be obtained on a summons to be issued for that purpose." The plaintiffs, instead of taking out a summons, served the defendants with a notice of motion for judgment on the admissions in the pleadings, delivering to the defendants minutes of the proposed judgment, the terms of which corresponded with the offer made by the defence. North, J., held that, after the offer which the defendants had made by their defence, the order could have been obtained on a summons in chambers, and that, consequently, the plaintiffs were only entitled to the costs which would have been properly incurred if they had proceeded by summons. In the present case the plaintiff's counsel relied on the decision of Kay, J., in *Cook v. Heynes* (W. N., 1884, p. 75) as an authority that the proper mode of making such an application was by motion in court, and he attempted to distinguish *London Steam Dyeing Co. v. Digby*, on the ground that there the consent to an application by summons was contained in the defence, whereas in the present case it was contained in correspondence, and he contended that, on a motion for judgment on admissions in the pleadings, the court could not travel outside the pleadings.

NORTH, J., held that *London Steam Dyeing Co. v. Digby* applied, and that the plaintiff could only have such costs as he would properly have incurred if he had made his application by summons. His lordship said that he should have allowed counsel in that case. He considered that the letter of the defendants' solicitors in the present case had precisely the same effect as the statement of defence in the former case.—COUNSEL, *Maidlow*; *Uppish*. SOLICITORS, *E. W. Haines*; *Meen & Gilks*.

DELAPARELLE v. VESTRY OF ST. MARTIN-IN-THE-FIELDS—Stirling, J., 6th June.

EASEMENT—LIGHT—EQUITABLE OWNER.

This was a motion by the plaintiff to restrain the defendants from

obstructing, by the erection of any building, certain alleged ancient lights at the rear of his premises, No. 112, St. Martin's-lane. The plaintiff held these premises under an agreement for a lease from Mr. W. S. Gilbert and others, dated November 11, 1889, Mr. Gilbert himself holding this and other property under an agreement for a building lease for eighty years from Lord Salisbury (as tenant for life of a settled estate), dated July 16, 1888. Lord Salisbury agreed to sell to the defendants, the vestry, Nos. 113, 114, and 115, St. Martin's-lane, which they required for the purpose of a new vestry-hall, on December 20, 1887, at a price to be fixed. This was done on April 17, 1888; and on August 15, 1888, the property was duly conveyed by deed, in which it was expressly stated that the conveyance was made, subject "in all respects to all such rights of way, water, light, and air, and other rights and easements as exist over the said hereditaments, or any part thereof, in favour of any leasees, tenants, or occupiers of any houses or buildings whereof the marquis is such tenant for life as aforesaid, or in respect of any hereditaments adjoining or near to the said premises hereby conveyed." The plaintiff, in seeking to restrain the defendants from interfering with his alleged ancient lights, relied upon this express reservation of easements.

STIRLING, J., without calling upon counsel for the defendants, held that upon the true construction of the deeds the plaintiff failed to make out a right to an injunction. At the date of the agreement to sell to the vestry the premises of the plaintiff were in the possession of Lord Salisbury, and unoccupied, and he could not, therefore, claim at that date any right of light over the property he was selling to the vestry: *Daniel v. Anderson* (10 W. R. 366) and *Russell v. Harford* (14 W. R. 982, L. R. 2 Eq. 507). The clause in the conveyance only subjected the property to rights and easements existing at the date of the agreement to sell. At this date Lord Salisbury had no rights as against the property now from any easement in respect of the plaintiff's property. The plaintiff had not made out any right in equity, and the motion must be refused, with costs. The plaintiff consenting to have this treated as the trial of the action, it was dismissed with costs.—COUNSEL, *Graham Hastings, Q.C.*, and *Willis Bund; Buckley, Q.C.*, and *P. V. Smith*. SOLICITORS, *Wright & Wright; Fladgates*.

*Re BROWN, WALSH v. BROWNE*—Stirling, J., 4th June.

WILL—CONSTRUCTION—ILLEGITIMATE CHILD DESCRIBED IN WILL AS "DAUGHTER" OF TESTATOR—RESIDUARY LEGATEES DESCRIBED AS "CHILDREN."

J. Brown, who died on the 27th of August, 1887, by his will appointed J. L. Browne one of his executors and trustees and described him as "my son-in-law." He bequeathed certain personal estate upon trust for "my son Stephen Brown," with remainder to "the child or children" of Stephen, and certain personal estate in equal shares "to my two younger sons," J. D. Brown and C. J. D. Brown, with remainder to the survivor of them, and devised a farm upon trust for his widow for life, and after her death in trust for "my child or children by my said wife" as therein mentioned. Testator devised a farm to "my son Stephen Brown" for life, with remainder to his children, and devised other real estate to his trustees "during the life of my daughter M. A. M., the wife of the said J. L. Browne," to her upon trust for life, and after her death upon trust for J. L. Browne, and after the death of J. L. Browne upon trust for their children in manner therein directed. Testator devised other property upon such trusts in favour of "my said daughter Adelaide, the wife of W. Walsh, and her child or children" as should correspond with the preceding trusts in favour of "my said daughter M. A. M. Browne" and her child or children, and devised and bequeathed his residuary real and personal estate upon trust for "such of my children living at my decease and such of the issue then living of any child or children of mine dying in my lifetime" in manner therein directed. The testator's daughter M. A. M. Browne was illegitimate. The question now arose upon further consideration between the children of Adelaide Walsh, deceased, and the trustees and other parties interested, whether M. A. M. Browne was sufficiently described in the will to entitle her to share in the residuary devise and bequest. The plaintiff relied upon *Re Hall, Branton v. Wegikman* (35 W. R. 797, 35 Ch. D. 551), *Bagley v. Mollard* (1 Russ. & Myl. 581), *Owen v. Bryant* (2 De G. M. & G. 697), *Mayson v. Hinds* (28 W. R. 866, 15 Ch. D. 198), *Re Humphries, Smith v. Millidge* (27 SOLICITORS' JOURNAL, 693, 24 Ch. D. 691), *Re Bryon, Drummond v. Leigh* (30 Ch. D. 110, 34 W. R. Dig. 218), and *Re Horner* (36 W. R. 348, 37 Ch. D. 695). The defendants relied upon *Hill v. Crook* (22 W. R. 137 L. R. 6 H. L. 265), and *Owen v. Bryant* (2 De G. M. & G. 697).

STIRLING, J., held, taking the judgment of Cotton, L.J., in *Mayson v. Hinds* as the statement of the law, that there was such a strong probability of the testator's intention to include M. A. M. Browne in the disposition of his estate, as he described her throughout his will as "my daughter" and placed her on the same level as Adelaide Walsh, providing for every member of his family then living, that M. A. M. Browne was entitled to share as one of the residuary devisees and legatees.—COUNSEL, *Willis Bund; Herbert Lake; F. Whinney; G. W. M. Dale*. SOLICITORS, *Wright & Wright; F. & T. Smith & Sons, for Marshall & Otter, Colchester; F. A. & A. C. Doyle, for Jones & Son, Colchester; Elwes & Sharps*.

### High Court—Queen's Bench Division.

THE VESTRY OF ST. MARTIN-IN-THE-FIELDS v. GORDON—6th June.

METROPOLIS MANAGEMENT ACT, 1855 (18 & 19 VICT. C. 120), ss. 125, 129—REMOVAL OF ASHES—HOTEL—"REFUSE OF A TRADE, MANUFACTURE, OR BUSINESS."

This was the argument of a case stated by Sir John Bridge, a metropoli-

tan police magistrate, pursuant to an order of the court (see *R. v. Bridge, ante*, p. 253, 38 W. R. 464). The respondent was the proprietor of the Hotel Métropole, Northumberland-avenue. In the basement of the hotel were certain boilers which were used for generating steam power for various purposes connected with the hotel. The furnaces by which these boilers were heated produced a large quantity of "clinkers" or vitrified ashes. The vestry, whose duty it was under section 125 of the Metropolis Management Act, 1855, to provide for "collecting and removing all dirt, ashes, rubbish, ice, snow, and filth" within their district, refused to remove these clinkers without payment, their contention being that these ashes were produced in the conduct of the respondent's business of a hotel-keeper and were, therefore, refuse of a trade within section 128, and that the respondent must pay to the vestry a reasonable sum for such removal, such sum in case of dispute to be settled by two justices. *Gay v. Cadby* (2 C. P. D. 391, 25 W. R. Dig. 156) was cited. The respondent contended that the clinkers were not refuse of a trade, but ordinary domestic refuse; a private house, a lodging-house, and a hotel were all to be treated alike in this respect. Section 128 only referred to refuse which was the direct outcome of a trade or manufacture: *Lyndon v. Standridge* (2 H. & N. 45).

LORD COLERIDGE, C.J., said that it was clear that sections 125 and 128 dealt with different kinds of refuse; the question was whether the refuse in the present case was "the refuse of any trade, manufacture, or business" with section 128. Those words meant refuse that came from the trade, manufacture, or business itself, or from the materials, such as coal, used in it. The refuse in the present case did not seem to be trade refuse, in that sense, but domestic refuse. It was difficult to say more than that one thought so. In his opinion the magistrate had come to the right conclusion, and to hold otherwise might lead to very serious consequences. It was, however, a matter of some doubt, and leave to appeal would be granted. WILLS, J., agreed. Judgment for the respondent.—COUNSEL, *R. G. Glenn; Crump, Q.C.*, *Banks, and Munro*. SOLICITORS, *Fladgates; Ingram, Harrison, & Ingram*.

ECKLIN v. LITTLE—11th June.

PRACTICE—AMENDMENT OF PLEADINGS—REFUSAL BY COUNSEL TO AMEND AT TRIAL—AMENDMENT AFTER JUDGMENT—R. S. C., XXVIII, 1—SLANDER—REPEITION OF DEFAMATORY RUMOUR—INTENTION OF SPEAKER.

In this action for slander the words alleged in the statement of claim to have been spoken of the plaintiff by the defendant were "he is a divorced man." At the trial (before Pollock, B., at the Nottingham Assizes) the words proved to have been used by the defendant were, "I have been told by a lady that he is a divorced man." Pollock, B., offered to amend the statement of claim to meet the evidence in this particular, but the offer was declined by plaintiff's counsel. The difference between the words alleged and the words proved to have been used was pointed out to the jury by the defendant's counsel and by the judge. The jury found a verdict for the plaintiff, with damages. The defendant, in applying for a new trial, argued that the words used were not defamatory, and that there was no foundation for the verdict of the jury, and also that, as the words alleged in the statement of claim to have been used were not proved, the judge ought to have directed a nonsuit. For the plaintiff it was contended that the words proved were sufficient, and that no amendment was necessary.

THE COURT (DENMAN, CHARLES, and VAUGHAN WILLIAMS, JJ.), decided to amend the statement of claim. DENMAN, J., thought that the amendment was necessary, because there was a difference between the two expressions, but the words which were proved to have been used might have been said in such a manner as to make it quite reasonable for the jury to think that the defendant intended by them to assert that the plaintiff was that which she had been told he was. The jury had been addressed by judge and counsel on the difference between the two expressions, so that the matter was really gone into at the trial. An amendment might be made at any stage of the proceedings in order to enable justice to be done, and in this case, although at the trial the plaintiff's counsel had elected to stand upon his statement of claim, justice would be done by making the amendment at the present stage. CHARLES, J., thought there was no doubt that the court had power to amend, and ought to amend under the circumstances of the case. VAUGHAN WILLIAMS, J., thought that the defendant was not in the least prejudiced by the amendment being made. As to the evidence on which the jury based their verdict, he was of opinion that proof that a person repeated a defamatory rumour was *prima facie* evidence that the person who repeated it intended it to be believed.—COUNSEL, *William Graham and Stanger; Buzard, Q.C.*, and *Stevenson*. SOLICITORS, *Bayle, Carter, & Simpson, for Rodgers & Jessopp, Sleaford; Clinton & Buckley, for Groom & Williams, Nottingham*.

*Re AN ARBITRATION BETWEEN GALLOP AND THE CENTRAL QUEENSLAND MEAT EXPORT CO.*—9th June.

PRACTICE—ARBITRATION—MOTION TO SET ASIDE AWARD—TIME OF APPLICATION—R. S. C., LXIV, 14.

This case settled an important point of practice as to the time at which a notice of motion to set aside an award may be given. The rule of court which governs the practice is ord. 64, r. 14, "An application to set aside an award may be made at any time before the last day of the sittings next after such award has been made and published to the parties." In this case the award was made and published during the Hilary Sittings, on the 27th of February. Notice of motion to set aside the award was given by the company to Gallop on the 20th of May for the 23rd of May, which was the last day of the Easter Sittings. The motion was not in the paper for hearing during the Easter Sittings. On the motion coming on on the 9th of June it was objected, on behalf of Gallop, that the notice of

motion was too late, as giving no opportunity for the motion to be heard in the sittings next after the award had been made. On the other side it was contended that it was sufficient if the notice were given during the sittings following the award, and that the date of the hearing was immaterial. *Smith v. The Parkside Mining Co.* (6 Q. B. D. 67), and *Re Corporation of Huddersfield and Jacob* (L. R. 10 Ch. 92) were cited.

DENMAN, J., was of opinion that where notice of motion was given under ord. 64, r. 14, the notice was the application, and that the *ratio decidendi* of the cases cited applied. It was true that ord. 52, r. 1, said that where any application was authorized to be made to the court or a judge, such application, if made to a divisional court or to a judge in court, should be made by motion, but that did not mean that the application and the motion were for all purposes the same thing. A notice under ord. 64, r. 14, was a sufficient application for the purpose of launching the proceedings. The step for setting aside an award had been taken in time if taken before the last day of the sittings next after the award had been made. It would be possible to extend the time under ord. 64, r. 7, but that was unnecessary in the present case, for the application was in time. CHARLES, J., concurred.

The motion was then heard on the merits, and the case was remitted to the arbitrators.—COUNSEL, Pollard; Vennell. SOLICITORS, Freshfield & Williams; H. C. Baker.

### Bankruptcy Cases.

*Ex parte SCOTT, Re SCOTT & MITCHELL*—Q. B. Div., 7th June.

BANKRUPTCY—COSTS—DEPOSIT ON APPEAL—SECURITY FOR COSTS OF APPEAL—RIGHT TO RETURN OF DEPOSIT—BANKRUPTCY RULES, 1886, r. 131.

An important question was raised in this case as to costs. The case was an application by the wife of one of the bankrupts for an order that the sum of £20 which had been paid into court as security for the costs of an appeal might be paid out to her, all the costs occasioned by the said appeal having been paid. The bankruptcy took place in the Dorsetshire County Court, and in August, 1889, a motion was made in that court by the trustee for a declaration that certain property which was claimed by Mrs. Scott as her separate property in reality belonged to the bankrupt, and was divisible amongst his creditors. This motion was allowed with costs, which were taxed at £10 3s. 6d. Without paying these costs, an appeal was brought by Mrs. Scott from the decision of the county court judge, for which purpose she was required to deposit a sum of £20 as security for the costs of such appeal in accordance with rule 131 of the Bankruptcy Rules, 1886, which provides that "at or before the time of entering an appeal, the party intending to appeal shall lodge in the High Court the sum of twenty pounds to satisfy, in so far as the same may extend, any costs that the appellant may be ordered to pay." Before the case was heard, however, it was discovered that, although the bankruptcy was a small bankruptcy, the appellant had omitted to get leave to appeal, which it was then too late to do, and the appeal was in consequence withdrawn, the costs of the trustee in relation to such appeal, amounting to about £4, being paid, but on an application by Mrs. Scott for a return of the deposit, the trustee refused to consent to this being done, on the ground that the £20 was not only security for the costs of the appeal, but might also be made security for costs generally incurred in the bankruptcy, and it was now contended on his behalf that the £20 ought not to be paid over until the unpaid costs on the original motion in the county court had been satisfied.

CAYE, J., allowed the application for the return of the deposit. His lordship said that the sum of £20 was paid into court for the purpose of satisfying any costs which the appellant might be ordered to pay. That money was paid into court on behalf of the appellant in pursuance of a rule of the court, and it must be dealt with in accordance with that rule. But there was no ground for saying that because the money had been paid into court by somebody by reason of the obligation of the rule, therefore the court must go beyond the rule and make it subject to some claim of the trustee which the rule did not make it subject to. The money must be paid out, and the trustee must pay the costs of the application, but liberty would be given to him to set them off if he pleased against the other costs due to him from the applicant.—COUNSEL, Clavell Sailer; F. C. Willis. SOLICITORS, F. Bradley; Clarke, Rawlins, & Co.

### Solicitors' Cases.

*Re EDEE* (a Solicitor)—C. A. No. 1, 5th June.

SOLICITOR—APPLICATION TO STRIKE SOLICITOR OFF THE ROLLS—COMMITTEE OF THE COUNCIL OF THE LAW SOCIETY—REPORT—SOLICITORS ACT, 1888 (51 & 52 VICT. c. 65), ss. 12, 13.

Appeal from an order of the Divisional Court (Lord Coleridge, C.J., and Mathew, J.) striking the name of a solicitor off the rolls. A charge having been made against a solicitor, under section 39 of the Solicitors Act, 1843, of having knowingly and wilfully suffered his name to be made use of upon the account or for the profit of an unqualified person, the committee of the Council of the Incorporated Law Society, appointed under section 12 of the Solicitors Act, 1888, found in their report that the charge was proved. The Divisional Court adopted the report and struck the name of the solicitor off the rolls. The case is reported *ante*, p. 527, upon the preliminary question whether an appeal lay, when the court held that an appeal did lie. The appeal was then heard upon the merits.

THE COURT (Lord Esher, M.R., and Lindley and Lopes, L.JJ.) dismissed the appeal. Lord Esher, M.R., said that the first question to be determined was, What was the effect to be given to the report of the committee of the Law Society, and the rule of conduct of the court in relation thereto? Before the Solicitors Act, 1888, the application to the court was made, not by the Law Society, but by the complainant, for a rule nisi calling upon the solicitor to answer the matters contained in an affidavit. The court, upon that application, were in the habit of sending an intimation to the Law Society that they should appear by counsel upon the argument of the rule. The case was then frequently referred to the master to report upon the facts, after which the court would finally deal with the matter. That procedure gave rise to great delay and expense, and to remedy that the Solicitors Act, 1888, was passed. The Act did not confer upon the Law Society the power to admit solicitors or to strike their names off the roll, similar to the powers possessed by the benchers of the Inns of Court with respect to barristers, subject to appeal to the judges. But, to get rid of the delay and expense caused by the former procedure for hearing complaints against solicitors, it was provided that a complaint must first go before the committee of the Law Society appointed under section 12 of the Act. By section 13 the committee must come to a conclusion whether the case ought to be brought before the court or not. If they came to the conclusion that the case was made out, they must report to that effect and bring the case before the court and appear in support of their report. In their report they must find, not only the facts, but also whether the charge was made out. That was going beyond what the master had formerly to do, as he had only to report upon the facts. The Act said that the report of the committee was to have the same effect as the report of the master. That meant that the court was not bound by the findings, but must say whether it agreed with them. The practice of the court was not to disagree with the findings of the master unless it was made clear that the findings, or any of them, were wrong. The same rule applied to the report of the committee. If the committee came to the conclusion that the charge was not made out, still the complainant might bring the matter before the court and ask it to come to a different conclusion. Such was the mode in which the court would deal with the report of the committee. The next question was, What was the nature of the offence in question under section 32 of the Solicitors Act, 1843? The Act was aiming at persons practising as solicitors when not qualified, and the offence in question consisted in a solicitor allowing his name to be used by an unqualified person. That was the offence, and the question whether any profit was made by the unqualified person was immaterial. His lordship then went through the facts, and stated that he agreed with the findings in the report and with the order of the Divisional Court. LINDLEY and LOPES, L.JJ., concurred.—COUNSEL, W. Willis, Q.C., and Pollard; F. W. Hollams; Candy, Q.C. SOLICITORS, Burgess & Coates; E. W. Williamson; John Hopkins.

### SOLICITOR ORDERED TO BE STRUCK OFF THE ROLLS.

9th June—HENRY FINDEN PULLEN (lately of 2, Gresham-buildings, Basinghall-street, London).

### THE PERILS OF TRUSTEES.

UNDER this head Mr. Montague Crackanthorpe, Q.C., has an interesting article in the *Contemporary Review*. He says:—Few persons who are not trained lawyers fully appreciate the risks and responsibilities consequent upon becoming a trustee or executor. Both these offices, like marriage, are too often undertaken in haste and repented of at leisure. It is said of a late brilliant member of the Bar, afterwards a Vice-Chancellor, that he used politely to evade the importunities of his friends by declining to act for them as trustee except upon two conditions—first, that no one else was associated with him in the trust; secondly, that he nominated his own solicitor. To the uninitiated these terms might suggest some dark design on the trust funds. Needless to state there was nothing of the kind. They were simply the terms of an "old equity hand," that knew the pitfalls that lay in his road, and desired to minimize their power of mischief. If he were sole trustee he could not, at all events, be made answerable for the acts or shortcomings of his colleagues. If he appointed his own solicitor he could give him strict orders to invoke the protection of the court whenever any doubt or difficulty might arise in the course of the administration. The ripe experience of so eminent a practitioner as Sir John Wickens cannot, of course, be imparted to the lay public. But every educated member of the public is capable of understanding in what the perils of trustees consist, as soon as his or her attention has been specially directed to the subject. This I propose to do in the few pages that follow, using the plainest words at my command. Before concluding I shall rapidly review some of the measures now before Parliament for the improvement of the present unsatisfactory state of things.

Everyone who accepts a trust promises and vows three things. 1. That he will acquaint himself with the contents of the trust instrument, be it settlement, will, or what not.

2. That he will act in conformity with the express provisions contained therein.

3. That when these are defective, he will look for light and leading to the general law.

So far, the duties undertaken may not seem onerous. Nor are they in a simple case. But trust instruments are occasionally obscure, and are open to two or more inconsistent constructions. Also for the trustee who adopts the wrong one! He may live to rue his mistake, even although it has

been professionally backed up. The language of the trust instrument, however equivocal, has only one meaning when that meaning has been once judicially ascertained. Laymen may err, counsel and solicitor may err, but the court of interpretation, with power to enforce its own decrees, is, like Napoleon with his big battalions, "always in the right." Instead of acting on his own view, or that of his legal advisers, the puzzled trustee should have sought the opinion of the court at the expense of the trust estate. The annoyance and vexation he now feels at having neglected this precaution, would in that case have been shifted from himself on to the beneficiaries. They, in their natural anxiety to save costs, will probably insist that there is no obscurity at all. Let him pay no heed to them. Whichever way he turns, he is in a dilemma. He must be prepared either to incur personal risk, or to bear with perfect equanimity the thought of being dubbed a faddist or an obstructive.

Nor is the trustee any better off if, for lack of express direction in the trust instrument, he has to put himself under the guidance of the general law. The general law is a sealed book to most men, although, by a singular fiction of jurisprudence, all are supposed to be familiar with it. The law of trusts, in particular, is practically inaccessible to the layman. It is not to be found in any written code. It is buried in a vast storehouse of authorities where the chaff is largely intermixed with the wheat. The separation between the two is often made for the first time on the threshing-floor of the courts by the exertions of contending counsel in the presence of her Majesty's judges. Indeed, the judges seem to be the only persons for whom this fiction of imputed knowledge does not hold good; and in this respect they enjoy advantages denied to the rest of mankind. They have the best assistance the country can afford them to prevent their going wrong, and, but that there are courts of appeal (which do not, by the way, always agree among themselves), they might, one and all, be thought to be infallible. Private persons are in a very different plight. They are easily led astray, being thrown entirely on their own resources, and when they err they must take the consequences. "I have no doubt," said Lord Redesdale, Lord Chancellor of Ireland and a master of his craft, "that these executors meant to act fairly and honestly, but they were misadvised, and the court must proceed, not on the improper advice under which an executor may have acted, but upon the acts he has done. If under the best advice he could procure he acts wrong, it is his misfortune; but public policy requires that he should be the person to suffer." In these days of Hyde Park demonstrations a procession might be formed of the victims of this species of judicial ruling, and of their impoverished families, interspersed with banners bearing the old tragic motto, *judex vult*—wisdom by suffering. Perhaps Mr. Monro might be induced, for this occasion only, to allow it to pass along the Strand, and to halt in front of the Royal Courts.

Mr. Crackanthorpe then proceeds to examine some incidents taken from actual life in which trustees, although morally innocent, have been held to be legally liable, and after discussing other liabilities of trustees, says:—Two forms of remedy have been proposed. One, the formation of trust companies, which shall undertake trusteeship and executorship as part of their ordinary business. Of course, they will only do so for gain, as companies are not formed, or conducted, on philanthropic principles. The gain will usually be measured by a percentage of the income or capital of the funds administered. Projects of this kind were first started in this country in 1854, when two Bills were introduced into Parliament empowering two companies named in them to undertake trusts. This system has not yet taken root amongst us. It is, however, in operation in our Australian colonies. A company called "The Victoria Trustees and Executors Agency, Limited," the name of which explains itself, was formed in Victoria in 1879; and a second company having the same object, and known as "The Union Trustees Executors and Administrators Company, Limited," was started in the same colony in 1885. Similar companies exist in the United States. In 1887, Lord Hobhouse introduced a Bill into the House of Lords entitled, "A Bill to enable Incorporated Companies to act as Executors, Administrators, and Trustees, and in other Fiduciary Capacities." It empowers any company, if authorized by its memorandum of association to accept such trusts, to obtain probates of wills and letters of administration, and also to become a trustee of any real or personal property, either alone or jointly, with any other trustee, provided it has a subscribed capital of at least £100,000, of which at least £50,000 shall be paid up or deposited by the company in the High Court. This deposit is liable to be increased by direction of the Board of Trade, on the application of any persons interested in the trust. No statutory limit is imposed on the charges to be made by the company for the work done, but a statement of the scale of charges is required to be inserted in the articles of association; and this scale is, in each case, to be approved by the Board of Trade. Lord Hobhouse's Bill, which, in his absence, was backed this year by Lord Herschell, has passed the House of Lords more than once, but it has not yet been read a second time in the House of Commons. The serious objection to it is that in all these trust companies there must inevitably be a direct conflict of duties. The company ought, in the interest of its shareholders, to make as much profit as possible, while, in the interest of those for whom it acts as trustee, it ought to keep the expenses of administration, which are the sources of those profits, within the narrowest limits. One of the Australian trust companies is said to be making as much as 40 per cent. by charging the trust estate 2½ per cent. Again, as the company will know nothing about the beneficiaries, it will require everything to be strictly proved, and applications to the court for directions will be much more frequent than in the case of private trustees. The smaller estates, which are often the most troublesome, will thus be in danger of being swallowed up in costs. The public danger will be still further increased if Lord Herschell should, by his friends in the House of Commons, carry

the point he made both in the Lord's Committee and on the third reading—namely, that the business of trust companies should not be confined by law to trusts, but should comprise other business of a remunerative character. The effect of this extension would be to embark trust funds in speculations over which the beneficiaries would have no control, and unless the doctrine of average were introduced, and the trust investments were (as the phrase goes) "pooled," it might lead to grave disasters.

The other remedy, which has also found favour in the colonies, particularly in New Zealand, is the creation of an officer of State, called the "Public Trustee," with a department over which he presides called "The Public Trust Office." The New Zealand Act, which was passed in 1872, empowers every private person, corporation, or friendly society, and also (as amended in 1875) every executor or trustee, to place any property belonging to him, or within his control, under the care of this public department, by vesting such property in the public trustee, to be held by him upon the trusts specified in the trust instrument. The public trustee, however, is not bound to accept any trust until its acceptance has been sanctioned by a board of advice specially constituted for that purpose by the Act, and also, in certain cases, further approved of by a judge's order. Another provision is, that no trust instrument is to be accepted by the public trustee in which any other person is appointed to act with him. The administration, therefore, is, in every case, wholly of an official character. Based on the lines of this Act, Public Trustee Bills were introduced into our own House of Commons in 1887, and again in 1889, by Mr. Howard Vincent and others. But in each case the order for the second reading was discharged, it being obvious that a measure of such importance could only make its way under the direct auspices of the Government.

The present Administration has not been slow to take up the glove thus thrown down to it. Last year the Lord Chancellor introduced a Public Trustee Bill of his own, and piloted it through the House of Lords. This year he has introduced it again; it has again passed the Upper House, and is very shortly to be considered in detail by a committee of the House of Commons. Unlike any of its predecessors, this Bill allows the public trustee, who is, of course, a corporation with perpetual succession, or, to use the legal phrase, a corporation sole, to act as trustee jointly with a private trustee, or private trustees. It thus delivers us from the web of officialism which Mr. Vincent and his friends would weave around us. The trust estate is to be indemnified out of the Consolidated Fund against any loss arising out of any fraud or negligence of the public trustee, or his officers, and his salary and expenses are to be recouped to the Public Treasury by a percentage levied on the income, or capital of the trust property.

The debatable point is this. Can the management of the trust be conveniently left to the public trustee, whether he has, or has not, a private person associated along with him? If the public trustee has to manage, or concur in managing, the estate, there is the same objection on the score of expense as has been already urged against trust companies. If his co-trustee is to manage without him, and he himself is to take no part, his presence in the trust is delusive, and is likely to mislead the beneficiaries. The opinion of the present writer is, that, upon the balance of convenience and inconvenience, it would be better not to interfere with the private management of trusts, but simply to lighten the responsibilities of management by easing the burden of the law wherever it bears with undue weight upon innocent shoulders. The management of the trust and the legal control of the trust property are entirely distinct things, and do not necessarily unite in the same persons. This fact is acknowledged by Lord Halsbury's Bill, which provides that if the trust instrument directs that any specified power shall not be exercised by the public trustee, such direction shall have effect given to it, but that he shall notwithstanding, at his co-trustee's request, concur with them in all acts necessary to insure its exercise on their part, unless, indeed, such request should amount to an invitation to assist in a breach of trust. After pointing out in detail that in divers ways much has been done of late years to relieve those who gratuitously undertake the thankless task of looking after the affairs of others, partly by the action of the courts and partly by the Legislature, Mr. Crackanthorpe concludes that, "for the rest, we may be content, as I venture to think—and I believe that this is also the view of the majority of both branches of the legal profession—with a much more modest instalment of officialism than is provided by the Lord Chancellor's Bill. It will suffice for the present to institute a public trustee in whom, as in the case of the lands and funds of charities, the trust property may be solely vested, leaving its management, as heretofore, to private individuals selected for that purpose by the author of the trust, or those that fill the chair which time has called upon him to vacate."

## LAW SOCIETIES.

### SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 11th inst. Mr. Sidney Smith in the chair. The other directors present were Messrs. H. C. Beddoe (Hereford), W. Beriah Brook, H. Morten Cotton, G. Burrow Gregory, Samuel Harris (Leicester), H. W. Hooper (Exeter), J. H. Kays, R. Pennington, R. W. Tweedie, Frederic T. Woolbert, and J. T. Scott (secretary). A sum of £210 was distributed in grants of relief, twenty new members were admitted to the association,

and other general business was transacted. It is hoped that there will be a large attendance of solicitors at the thirtieth anniversary festival of the association on Monday, June 23, when Sir William James Farrer will preside. Donations to the Festival Fund are invited by the chairman and stewards of the festival, or may be forwarded direct to the secretary.

#### LAW ASSOCIATION.

At the annual general court held on the 29th ult. a motion was made by Mr. Clabon that at each general court in May a chairman should be appointed who should take the chair at all meetings of the association and of the directors until the general court to be held in the following May, or until another chairman should be appointed. The motion was seconded by Mr. Collisson, and carried. It was then moved by Mr. Clabon, seconded by Mr. Cronin, and carried, that Mr. Sidney Smith (senior treasurer) should be appointed chairman for the year ending May, 1891.

### LAW STUDENTS' JOURNAL.

#### RECENT STUDENTS' CASES.

##### CONVEYANCING AND EQUITY.

**JOHNSON v. WILD** (*ante*, p. 348).—A mortgagee by assignment of part of the property comprised in a lease who has paid the landlord the whole rent under threat of distress, cannot claim any contribution from a mortgagee by underlease of another part.

**LESTER & Co. v. STUBBS** (*ante*, p. 456).—Although an agent who has received secret commissions from vendors on orders given on principal's behalf is liable to account for the commissions in an action for money had and received, yet the principal cannot follow the money so received into investments made by the agent.

**COOK v. WHELOCK** (*ante*, p. 454).—Neither mere poverty nor bankruptcy are sufficient ground for ordering security for the costs of an action to be given.

**LAWRENCE v. HORTON** (*ante*, p. 454).—A mandatory injunction may be granted for the removal of a building which obstructs ancient lights, although the building has been completed before issue of the writ.

**THYNNE v. SHOVE** (*ante*, p. 505).—The purchaser of the goodwill can use the old name provided he does not expose the vendor to liability through the doctrine of holding out.

**Re BALLARD** (88 L. T. 379).—An administration order operates in favour of the estate so as to prevent a set-off against a creditor's demand becoming statute-barred.

**SIMMONS v. LONDON JOINT STOCK BANK** (25 L. J. N. C. 43, *ante*, p. 328).—On a stockbroker depositing bonds payable to bearer with a bank to secure a loan to himself, there is a duty cast on the bank to make enquiry if the bonds belong to the broker or a client.

**GRIFFITH v. POUND** (25 L. J. N. C. 66).—An order for foreclosure cannot be made unless all persons interested in the equity of redemption are made parties to the action.

**Re KESHAU** (*ante*, p. 456).—A married woman whose separate estate is subject to a restraint on anticipation, can be ordered to give security for costs on appealing.

**COCHRANE v. ENTWISTLE** (*ante*, p. 471).—A bill of sale which, as security for the repayment of money in addition to personal chattels, assigns "tenant right, &c., and interest of the mortgagor in the farm," is void under section 9 of the 1892 Act.

**VAN GELDER, AFRISON & Co. v. SOWERBY BRIDGE FLOUR SOCIETY** (*ante*, p. 488).—A mortgagor of a patent may sue infringers thereof without joining the mortgagees. (C. A.)

#### COMMON LAW, BANKRUPTCY.

**Re HERNPATH and DELMAR** (*ante*, p. 399).—A surety can prove under section 37 of the Bankruptcy Act, 1883, against the debtor's estate before he has been called upon to pay on his becoming liable to be called upon.

**COHEN v. MITCHELL** (25 L. J. N. C. 69).—Until a trustee intervenes, all transactions by a bankrupt after his bankruptcy with any person dealing with him *bona fide* and for value with respect to his after-acquired property are valid as against the trustee.

**HENDERSON v. THORN, &c.** (35 L. J. N. C. 60).—A third party brought in under order 16 cannot bring in a fourth party.

**BALLAU & SONS v. JOLY, VICTORIA & Co.** (*ante*, 486).—A "deviation" in a voyage deprives the shipowner of the benefit of all those stipulations in the bill of lading which limit his liability.

**JAY v. ROBINSON** (*ante*, p. 486).—A restraint on anticipation annexed to property settled by a married woman on her second marriage is inoperative against debts contracted during her first marriage.

#### CRIMES, PROBATE, DIVORCE, &c.

**REGINA v. EVANS** (25 L. J. N. C. 47).—It is not good ground for adjourning the hearing of a summons in criminal proceedings for libel that civil proceedings are pending between the accused and other persons with whom parties in the case are concerned.

**KENNEDY v. KENNEDY & SCHURCH** (25 L. J. N. C. 68).—Deception as to ante-nuptial incontinence is a reasonable excuse for a husband for separating himself from his wife.

**REG. v. SOLOMONS** (*ante*, p. 490).—Obtaining money by the "purse trick" amounts to false pretences, not larceny.

**REED v. NUTT** (25 L. J. N. C. 48).—A certificate of dismissal on a prosecutor not appearing on a summons for an assault is no bar to a civil action for the same assault.

**De LOSSY v. De LOSSY** (38 W. R. 511).—For non-payment of permanent maintenance due under an order of the Divorce Court, the proper course is to issue execution under the order, not to apply for attachment.

#### COUNCIL OF LEGAL EDUCATION.

##### TRINITY EXAMINATION, 1890.

GENERAL EXAMINATION OF STUDENTS OF THE INNS OF COURT, held at Lincoln's-inn Hall, 15th, 16th, 19th, 20th, 21st, and 22nd of May, 1890.

The Council of Legal Education have awarded to Charles Maturin, Esq., of Gray's-inn, a studentship in Jurisprudence and Roman Law of one hundred guineas, to continue for a period of two years; to Morgan Owen Evans, of Lincoln's-inn, and Song Ong Siang, of the Middle Temple, Esqs., studentships in Jurisprudence and Roman Law of one hundred guineas for one year.

The Council awarded to William Henry Cromie, of Gray's-inn, Esq., the Barstow Law Scholarship.

The Council also awarded to the following students certificates that they have satisfactorily passed a public examination:—George Glover Alexander, Thomas Lovel Atkinson, James Salisbury Frederick Bacon, Reginald Bence-Jones, Arthur Percival Buller, Benjamin William Campton, Frederick Morgan De Sarum, Mark William Dixon, Norris Tildaesley Foster, Paul Mortimer Francke, Maxwell Hall, Alfred Hardie, Frederic Graham Hughes, Stamford Hutton, Kizhakoppat Palat Krishna-Menon, Henry Ludlow Lopes, Louis Mievill, Pandit Uma Sankar Misra, George Russell Northcote, Joseph Robinson Orford, Pelham Rawstorn Papillon, Gilbert Marshall Prior, Charles Arthur Rhodes, Richard Edward Lloyd Richards, Charles Thomas Young Robson, George Walter Scott, William Fleetwood Sheppard, Daniel Stephens, William Sharpe Stretton, Edward Murray Sturges, and Archibald Watson Watson, of the Inner Temple; Ernest Frederick Abbott, John Evelyn Ansell, Ashlyn Ooomer Banerjee, Charles Reginald Clark, Raghu Nath Das Gargo, Jogendra Nath Das Gupta, Charles Edward Dyer, Henry Cowper Gollan, Reginald Alfred Law, James Crawford Ledlie, Trevor Fitzroy Lloyd, James Ritchie Macoun, Malawa Ram Mehta, Montagu Horatio Mostyn Turle Pigott, David Trevor Roberts, Arthur Rutherford, Frederic William Sherwood, Herbert Guy Snowden, Walter Solomon Webber, Herbert Wykeham Wickham, Cecil Grenville Wilbraham, and Hugh Wright, of the Middle Temple; Albert Charles Clauson, Charles Meikle Nelson, Gilbert Kenelm Treffy Purcell, Henry Sutherland Bomor, Gerald James Thorne Seckham, George Frederick Warner, and Donald Fortescue Wilbraham, of Lincoln's-inn; and James Richard Atkin, William Henry Cromie, Charles Edward Ernest Damian, Roger Charnock Richards, William Richard Vale, James Anstey Wild, and Sydney Gower Woods, of Gray's-inn, Esqs.

The following students passed a satisfactory examination in Roman law:—Rowland Allen, Kofi Asaam, Alexander Dingwall Bateson, Daniel Chamier, John Correia, William Alexander Forbes, Selwyn Howe Fremantle, Archibald Robertson Gloag, William Henry Grenfell, Reginald Harrison, Thomas Edmett Haydon, John Goring Johnston, Edwin Maximilian Konstam, Alfred Lionel Maddison, Charles Alexander Dick Melbourne, Michael Joseph Bernard Murphy, Thomas Henning Parr, Arthur Leycester Penrhyn, William Watkin Phillips, Frank Collins Richardson, Rowland Rowlands, John Ryan, Lewis Amhurst Selby-Bigge, Frederick Cuthbert Smith, Henry Theodore Van Laun, and Graham Lionel John Wilson, of the Inner Temple; Robert Footman Cook, Greenidge Elliott, George Langford Gibson, Henry Pryce Hamer, George Rutland Howat, Edward Clarence Jackman, Mencherji Kharedji Lalaka, Maurice Twisden La Thangue, James Fowler McArthur, Josiah Kipping Mackay, Richard Cowdy Maxwell, Rafuddin Ahmed Mouvi, John Eccles Pinto, Percy Muggrave Crosswell Sheriff, Lindsey Smith, Edmund Fearnley Tanner, George Mitchell Weckley, and Archer Moresey White, of the Middle Temple; Lala Parkash Chand, John Augustine Longley, Walter Hardwick Christopher Minns, James Latimer Crawshaw St. Clair, Harold Spencer Scott, Kenneth Forbes Wood, and Robert Horton Vernon Wragge, of Lincoln's-inn; and George Eugene Yarrow, of Grays-inn, Esqs.

### NEW ORDERS, &c.

#### MAYOR'S COURT, LONDON.

##### FEES AND COSTS, 1890.

##### Rules.

1. *Taxation of costs.* In every Action or Matter in the Mayor's Court, all Costs shall be taxed by the Registrar of such Court according to the Scales of Fees and Costs set out in the Schedules hereto annexed, subject to the review of such taxation by one of the Judges of the Court.

2. *Delivery of costs.* Notice of taxing, together with a copy of the Bill of Costs, shall be given by the Solicitor of the party whose costs are to be taxed to the other party or his Solicitor, such notice and copy of the Bill of Costs to be delivered before 6 o'clock in the evening of the day preceding the day fixed for taxation.

3. *Notice of taxing to be posted.* Notice of taxation may be sent by post prepaid, provided that it is posted in time to reach the party to whom it is addressed in due course of post before 6 o'clock in the evening of the day preceding the day fixed for taxation.

4. *Where party dissatisfied to make objections in writing.* Any party who may be dissatisfied with the allowance or disallowance by the Registrar on taxation in any Bill of Costs taxed by him of the whole or any part of any items, may at any time before the Certificate or allocatur is signed, give notice to the other party interested therein of his intention so to do,



71	Serving Summons in Equity ...	6s.
72	Ditto Duplicate ...	3s.
73	Out of Jurisdiction, 1s. per mile extra.	

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The following Costs only (exclusive of Court Fees) shall be allowed to Plaintiff's Solicitors in Actions and matters as well between party and party as between Solicitor and Client, where the amount recovered exceeds £5 and is under £10, where the same are settled otherwise than by a verdict or Certificate or Award of an Arbitrator, in which cases none beyond County Court Costs shall be allowed.

For Letter before Action ...	£ s. d.
Instructions to sue ...	0 3 0
Preparing and Drawing Plaintiff, Declaration, and Particulars of Claim, Reply or other pleading not being a joinder of issue only, including engrossing ...	0 3 0
For service of any Plaintiff ...	0 2 6
For Affidavit of personal or substituted service of any action, including engrossing, attending to be sworn, oath, and filing ...	0 3 4
Attending to sign Judgment ...	0 3 4

N.B.—51 & 52 Vict. c. 43, s. 117.—“Where any Action shall be brought in any other Court than the High Court, which could have been brought in a County Court, and the verdict recovered is for a less sum than £10, the Plaintiff shall not recover from the Defendant a greater amount of costs than he would have been allowed if the Action had been brought in a County Court.”

The following Costs only (exclusive of Court Fees) shall be allowed to Solicitors in Actions and matters as well between party and party, as between Solicitor and Client, where the amount recovered is £10 and upwards.

	Under £30	£30 and under £50	£50 and above
	£ s. d.	£ s. d.	£ s. d.
<b>Plaint, Particulars, Summonses, and Notices.</b>			
1 Preparing and Drawing Plaintiff, Declaration and Particulars of Claim, Plea, Counterclaim, reply or other pleading, not being a joinder of issue only, including engrossing ...	0 6 0	0 12 0	0 15 0
Or, per folio ...	—	0 8 0	0 1 0
2 Preparing and Drawing Bill or Answer and other pleadings in Equity, including engrossing, per folio ...	0 1 0	0 1 4	0 1 4
3 Preparing further Particulars under Order and engrossing ...	0 2 0	0 3 0	0 5 0
Or, per folio ...	—	0 8 0	0 1 0
4 Subpoena ad test to Witness, including attending to seal ...	—	0 2 0	0 3 0
5 Subpoena duces tecum ...	—	0 2 0	0 3 0
Or, per folio ...	—	0 4 0	0 4 0
6 Writ of Ejectment ...	6s. 8d.		
7 Writ of F. F. or other Writ to enforce any Judgment or Order ...	0 4 0	0 5 0	0 6 8
8 Precept to County Court for purpose of Execution, under 35 and 36 Vict. c. 86, Sec. 6 ...	0 13 4	1 1 0	—
9 Any Writ not included in above ...	0 5 0	0 5 0	0 6 8

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10 Preparing Notice to produce or admit, or to admit facts or to inspect, and one copy ...	0 3 0	0 4 0	0 5 0
11 If special or necessarily long, such allowance as the Registrar shall think proper, not exceeding per folio ...	—	0 8 0	0 8 0
12 For preparing Notice of Motion to the Court, including copy to file ...	0 3 0	0 4 0	0 5 0
13 If exceeding five folios, at per folio, including copy to file ...	—	0 1 0	0 1 0
14 For preparing Notice of any application in Chambers to Judge or Registrar, demand of any pleading or Notice to Tax ...	0 2 0	0 2 0	0 3 0
15 Notice by Defendant to Plaintiff to bring in Record ...	0 2 0	0 3 0	0 3 0
16 Notice of Order of Committal, including Service ...	0 1 0	0 1 0	0 1 0

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17 Service of a Plaintiff Summons, Notice or Document, required by statute or rule to be served personally, including copy ...	0 5 0	0 5 0	0 5 0
18 If served at a distance of more than two miles from the General Post Office, for each mile beyond such two miles therefrom, but not to exceed ten miles ...	0 0 6	0 0 6	0 0 6
19 Service of Judgment Summons, including copy ...	0 2 6	0 2 6	0 2 6
20 Like of Order to Pay, including copy ...	0 2 6	0 2 6	0 2 6
21 Where, in consequence of the distance of the party to be served, it is proper to effect such service through an Agent for correspondence, in addition ...	0 2 6	0 3 6	0 5 0
22 When substituted service ordered, either in or out of jurisdiction, in addition, to in-			

clude all costs of attendances, making appointments to serve, drawing, engrossing, attending to swear and to file all Affidavits, and the fees paid for Oath and obtaining order ...

23 Service of a Subpoena or Order for attendance of a Witness, including copy ...	0 10 0	1 0 0	1 5 0
24 If served at a distance of more than two miles from the General Post Office, for each mile beyond such two miles therefrom, but not to exceed ten miles ...	0 0 6	0 0 6	0 0 6
25 Where in consequence of the distance of the Witness to be served it is proper to effect such service through an Agent for correspondence, in addition ...	0 2 6	0 3 6	0 5 0
26 Service of any Application, Summons, Interrogatories, Order, Notice or Demand on the Solicitor or party ...	—	0 2 6	0 2 6

N.B.—Where any two or more applications, summonses, orders, interrogatories, notices or demands, have or could have been served together, one fee only for service is to be allowed.

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27 To sue, or defend, or to demur, or to file a Bill in equity, or answer, or to prefer or oppose claim in interpleader proceedings, or for any petition ...	0 3 4	0 6 8	0 13 4
28 To proceed ...	0 3 4	0 6 8	0 13 4
29 For Counter-claim ...	0 3 4	0 6 8	0 13 4
30 For interrogatories for the examination of a Witness ...	—	0 5 0	0 6 8
31 For Affidavit in answer to interrogatories or other special Affidavits ...	—	0 5 0	0 6 8
32 For Brief on trial of Action, or on Arbitration, where Counsel employed, such fee as the Registrar may think fit, having regard to all the circumstances of the case, not exceeding ...	0 6 8	1 10 0	3 0 0
33 On Arbitrations where no Counsel employed, examining and taking minutes of evidence of each witness, afterwards allowed on taxation ...	0 2 0	0 3 4	0 5 0
If exceeding six folios, for each additional folio ...	0 0 6	0 1 0	0 1 0
34 If special cases in addition for preparing or making copies of any account or other documents, not being notes or observations relating to the evidence of the Witnesses only, which the Registrar may think necessary for the Judges or the Solicitor's use at the trial, such sum as he may consider reasonable, not exceeding ...	—	0 10 0	1 0 0
35 Instructions to Appeal ...	0 3 4	0 6 8	0 13 4
36 For Counsel to advise on Evidence ...	—	0 6 8	0 13 4
37 For Counsel to make any application to the Court, where no other Brief ...	0 6 8	0 6 8	0 13 4
38 For Brief on motion for Interim Injunction ...	0 6 8	0 13 4	0 13 4

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39 Demurrer, per folio, and engrossing ...	0 1 0	0 1 0	0 1 4
40 Special Case, drawing and engrossing, per folio ...	0 1 0	0 1 0	0 1 4
41 Bills, Answers, and other pleadings in Equity ...	0 1 0	0 1 0	0 1 4
42 Drawing feigned issue and engrossing ...	0 3 0	0 4 0	0 5 0
Or, per folio, including engrossing ...	—	0 1 0	0 1 4
43 Brief on trial or hearing of Cause where Counsel employed, including necessary and proper observations, per folio, including engrossing ...	0 1 0	not exd. 0 1 0 0 1 0	
44 Brief on any application or Motion in Court, or upon further consideration or in Chambers when Counsel allowed by Court or Judge ...	1 0 0		
45 Interrogatories or Answers thereto, including copy to file ...	0 2 6	0 5 0	0 5 0
Or, per folio ...	0 0 6	0 1 0	0 1 0
46 Affidavit of Documents, or any other special Affidavit, including engrossing ...	0 2 6	0 5 0	0 5 0
Or, per folio ...	0 0 6	0 1 0	0 1 0
47 Affidavit of service out of Jurisdiction ...	0 4 0	0 4 0	0 4 0
48 Affidavit of personal service of an Action, Summons, Notice or Document, including engrossing, attending to be sworn, oath and filing ...	0 3 4	0 5 0	0 5 0
49 Affidavit of Service of Notice of Committal, including engrossing, attending to be sworn, oath and filing ...	0 3 4	0 6 8	0 6 8
50 Accounts, Statements and other Documents for use in Chambers when required, including fair copy to leave, per folio ...	—	0 0 8	0 0 8

51	Bill of Costs for taxation, including copy for Registrar, per folio	...	...	...	0	0	4	0	0	8	0	0	8
52	In default of appearance or plea, fixed charge	...	...	...	0	3	0	0	4	0	0	4	0
53	Affidavit of increase, drawing and engrossing, and paid when demanded	...	...	...	0	6	0	0	6	0	0	6	0
	Or, per folio	...	...	...	—	0	1	0	0	1	4		
54	Demand by Defendant, if Action issued by authority and service thereof on Plaintiff's Solicitor	...	...	...	0	2	0	0	3	0	0	3	0
55	Commission for the Examination of Witnesses abroad, including engrossing, per folio	...	...	...	0	1	0	0	1	0	0	1	4
56	Bond for security of Costs, including engrossing, per folio	...	...	...	0	1	0	0	1	0	0	1	4

**Copies.**

57	Of Documents to accompany Brief, and where no provision is made herein that the fee for preparing or drawing any document is to include copies thereof, for each copy the Registrar may consider necessary, per folio ... ..	0	0	4	0	0	4	0	0	4
58	Declaration for delivery ... ..	0	0	3	0	0	3	0	0	4
	Or, per folio ... ..	0	0	4	0	0	4	0	0	4
59	Copy Order to serve out of Jurisdiction ... ..	0	1	0	0	1	0	0	1	0
60	Record of Trial, per folio ... ..	0	0	4	0	0	4	0	0	4
61	Copy Points in Demurrer, per folio ... ..	0	0	4	0	0	4	0	0	4

*Peruials.*

62	Of Pleadings, Particulars of Claim or Counterclaim, further particulars delivered under order by the Solicitor of the party to whom the same are delivered...	—	0	3	4	0	6	8
63	Of Interrogatories by the Solicitor of the party by whom the same are to be answered ...	0	4	0	0	6	8	0
	Or, per folio ...	—	—	0	0	4		
64	Of notice to produce and admit, or to admit facts by the Solicitor of the party served ...	0	4	0	0	5	0	6
65	Of affidavit in answer to Interrogatories by the Solicitor of the party interrogating, per folio ...	—	0	0	4	0	0	4
66	Of other special Affidavits by the solicitor of the party against whom the same can be read, per folio ...	—	0	0	4	0	0	4

*Attendances.*

67	To enter Action or file Bill, Petition, including filling up precipe	...	...	...	0	3	4	0	6	8	0	6	8
68	Entering appearance	...	...	...	0	3	4	0	6	8	0	6	8
69	To obtain consent of next friend or Guardian to sue in his name, including copy and service of order	...	...	...	0	4	4	0	7	8	0	8	8
70	To deliver any Declaration, Plea or Counterclaim, further particulars, answer to interrogatories, admission of facts, Affidavit of documents	...	...	...	—	0	3	4	0	3	4		
71	To inspect, or produce for inspection, documents pursuant to a notice to admit, or pursuant to any order or a notice under any rule	...	...	...	0	3	4	0	6	8	0	6	8
	Or, per hour	...	...	...	—	0	6	8	0	6	8		

72	Where Solicitor inspecting does not reside or carry on business within two miles of place of inspection in addition sum paid for locomotion, not exceeding ... ..	-	0	6	8	0	6	8
73	To obtain or give any necessary or proper consent or admission ... ..	-	0	1	0	0	1	0
		-	0	3	4	0	6	8

74	On examination of a Witness under any Order or Commission, per hour	0 34 0 68
75	On deponents being sworn or by a Solicitor or his Clerk to be sworn to an Affidavit in answer to interrogatories or other special affidavits	0 34 0 68

76 On an application Summons or proceeding in Chambers	...	...	...	...	—	0	3	4	0	6	8
Or, per hour	...	...	...	...	—	0	6	8	0	6	8
77 To enter Cause or Demurrer for trial	...	...	...	...	0	3	4	0	6	8	0
78 Entering Verdict, Certificate or Order on Record	...	...	...	...	0	2	0	0	3	0	5

79 **Signing Judgment** ... .. 0 3 0 0 3 0 0 5 0  
 80 **Any other attendance upon the Registrar, or**  
**at the Office of the Court, or upon the**  
**opposite party, or upon the Sergeant-at-**  
**Law in Interpleader proceedings not**  
**otherwise provided for, which the Registrar**

	... may deem necessary ...	...	...	0	3	4	0	3	4	0	6	8	
81	Nominating or reducing Special Jury ...	...	...	—				—			0	6	8
82	Where in consequence of anything done by the opposite party, it becomes necessary to advise or receive instructions from a Client in the progress of an action or matter, for												

	each attendance the Registrar may deem necessary	...	...	...	...	—	0	6	8	0	6	8			
83	Upon Defendant on terms of settlement, including drawing consent	...	...	...	...	0	6	8	0	13	4	0	13	4	
84	On Counsel with brief	...	...	...	...	0	3	4	0	3	4	0	6	8	
85	If Counsel's fee exceeds one guinea	...	...	...	...	0	3	4	0	6	8	0	6	8	
86	To appoint conference or consultation	...	...	...	...	—	0	3	4	0	6	8	0	6	8
87	Attending thereon	...	...	...	...	—	0	6	8	0	13	4	0	13	4
88	To search if cause in paper, per sitting	...	...	...	...	0	3	4	0	6	8	0	6	8	0
89	At Court on trial or Argument of Demurrer or Special Case, or for new trial with Counsel, not exceeding...	...	...	...	...	0	10	0	0	15	0	1	10	0	1
										to	to				
										1	10	3	3	0	0

90	Where the trial lasts more than one whole day or is adjourned for want of time, or upon payment of the costs of the day, per diem ... ..	0	6	8	0	10	0	0	13	4
91	To make or oppose any Application, Summons or Motion before the Judge in Chambers with Counsel, when certified for by the Judge at the time ... ..	0	3	4	0	6	8	0	10	0

92	The like with Counsel if in Court ...	...	0	3	4	0	6	8	0	10	0
93	To hear a deferred Judgment ...	...	0	3	4	0	6	8	0	6	8
94	Before an Arbitrator with Counsel where Action referred for each sitting ...	...	0	10	0	0	15	0	0	15	0

95	The like where no Counsel employed for each sitting...	0 15 0	1	1	0	1	1	0
96	Where sitting exceeds three hours, for every additional hour...	0 50 0	0	6	8	0	10 0	0 6 8
97	On taxation of Costs ...	0 34 0	0	6	8	0	to	to

98 For obtaining Certificate under Inferior Courts Judgment Extension Act, 1882, including Affidavit	...	...	...	0	7	0	0	7	0	0	7	0
--	-----	-----	-----	---	---	---	---	---	---	---	---	---

### *Fees to Counsel.*

99 With Brief, sum paid not to exceed	...	2	4	6	3	5	6	dictry
100 On Conference, or Consultation ...	...	—			1	6	0	$\left\{ \begin{array}{l} 1 \ 6 \ 0 \\ \text{to} \\ 2 \ 7 \ 0 \end{array} \right.$

101 Where the trial lasts more than one whole  
day or is adjourned for want of time,  
further consideration, or upon payment  
of the costs of the day, a refresher may  
be allowed not exceeding ... 1 3 6 1 3 6 { 1 3 6  
102 To make or oppose any Application or ... { 2 4 6

	Motion in Court or Chambers if Judge certifies for Counsel ...	1	36	1	36	2	46
	This fee will only be allowed on Motion for New Trial once.						
103	In Actions or matters of an equitable nature for settling declarations or Bill, Plea,						

Answer, Reply, Interrogatories, or  
other pleadings, or matters required,  
in the course of an action or matter, if the  
Registrar for any special reason thinks  
fit ... .. — 1 3 6 1 3 6

*Plans, Models, &c.*

105 Plants, Charts or Models for use of Judge at trial, if allowed by Judge, not exceed- ing ... ..	1	1	0	2	2	0	$\left\{ \begin{array}{l} 2 \text{ } 2 \text{ } 0 \\ \text{to} \\ 4 \text{ } 4 \text{ } 0 \end{array} \right.$

*Letters, &c.*

106 Letter before Action	...	...	...	0	3	6	0	3	6	0	3	6
107 Letters, &c. (to be allowed once only in an Action or matter)	...	...	...	0	3	4	0	6	8	0	13	4
108 Circular Letters	...	...	...	—	0	1	0	0	1	0	1	0

109 (Costs for searches for Certificates of Births, Marriages, and Deaths, which the Registrar may upon taxation think necessary, such sum as the Registrar shall deem reasonable )

### Judgment Summonses

### APPLICANT'S COSTS.

111 For issuing Summons, service of same, attending court, drawing up Order and service if allowed, where the Judgment Debt or any instalment thereof is—										s.	d.
£5 and under										3	4
Over £5 and under £10										5	10
11	£10	11	£20	11	£30	11	£40	11	£50	11	£60
11	£20	11	£30	11	£40	11	£50	11	£60	11	£70
11	£30	11	£50	11	£60	11	£70	11	£80	11	£90
11	£50	11	£60	11	£70	11	£80	11	£90	11	£100
11	£60	11	£70	11	£80	11	£90	11	£100	11	£110
11	£70	11	£80	11	£90	11	£100	11	£110	11	£120
11	£80	11	£90	11	£100	11	£110	11	£120	11	£130
11	£90	11	£100	11	£110	11	£120	11	£130	11	£140
11	£100	11	£110	11	£120	11	£130	11	£140	11	£150
11	£110	11	£120	11	£130	11	£140	11	£150	11	£160
11	£120	11	£130	11	£140	11	£150	11	£160	11	£170
11	£130	11	£140	11	£150	11	£160	11	£170	11	£180
11	£140	11	£150	11	£160	11	£170	11	£180	11	£190
11	£150	11	£160	11	£170	11	£180	11	£190	11	£200
11	£160	11	£170	11	£180	11	£190	11	£200	11	£210
11	£170	11	£180	11	£190	11	£200	11	£210	11	£220
11	£180	11	£190	11	£200	11	£210	11	£220	11	£230
11	£190	11	£200	11	£210	11	£220	11	£230	11	£240
11	£200	11	£210	11	£220	11	£230	11	£240	11	£250
11	£210	11	£220	11	£230	11	£240	11	£250	11	£260
11	£220	11	£230	11	£240	11	£250	11	£260	11	£270
11	£230	11	£240	11	£250	11	£260	11	£270	11	£280
11	£240	11	£250	11	£260	11	£270	11	£280	11	£290
11	£250	11	£260	11	£270	11	£280	11	£290	11	£300
11	£260	11	£270	11	£280	11	£290	11	£300	11	£310
11	£270	11	£280	11	£290	11	£300	11	£310	11	£320
11	£280	11	£290	11	£300	11	£310	11	£320	11	£330
11	£290	11	£300	11	£310	11	£320	11	£330	11	£340
11	£300	11	£310	11	£320	11	£330	11	£340	11	£350
11	£310	11	£320	11	£330	11	£340	11	£350	11	£360
11	£320	11	£330	11	£340	11	£350	11	£360	11	£370
11	£330	11	£340	11	£350	11	£360	11	£370	11	£380
11	£340	11	£350	11	£360	11	£370	11	£380	11	£390
11	£350	11	£360	11	£370	11	£380	11	£390	11	£400
11	£360	11	£370	11	£380	11	£390	11	£400	11	£410
11	£370	11	£380	11	£390	11	£400	11	£410	11	£420
11	£380	11	£390	11	£400	11	£410	11	£420	11	£430
11	£390	11	£400	11	£410	11	£420	11	£430	11	£440
11	£400	11	£410	11	£420	11	£430	11	£440	11	£450
11	£410	11	£420	11	£430	11	£440	11	£450	11	£460
11	£420	11	£430	11	£440	11	£450	11	£460	11	£470
11	£430	11	£440	11	£450	11	£460	11	£470	11	£480
11	£440	11	£450	11	£460	11	£470	11	£480	11	£490
11	£450	11	£460	11	£470	11	£480	11	£490	11	£500
11	£460	11	£470	11	£480	11	£490	11	£500	11	£510
11	£470	11	£480	11	£490	11	£500	11	£510	11	£520
11	£480	11	£490	11	£500	11	£510	11	£520	11	£530
11	£490	11	£500	11	£510	11	£520	11	£530	11	£540
11	£500	11	£510	11	£520	11	£530	11	£540	11	£550
11	£510	11	£520	11	£530	11	£540	11	£550	11	£560
11	£520	11	£530	11	£540	11	£550	11	£560	11	£570
11	£530	11	£540	11	£550	11	£560	11	£570	11	£580
11	£540	11	£550	11	£560	11	£570	11	£580	11	£590
11	£550	11	£560	11	£570	11	£580	11	£590	11	£600
11	£560	11	£570	11	£580	11	£590	11	£600	11	£610
11	£570	11	£580	11	£590	11	£600	11	£610	11	£620
11	£580	11	£590	11	£600	11	£610	11	£620	11	£630
11	£590	11	£600	11	£610	11	£620	11	£630	11	£640
11	£600	11	£610	11	£620	11	£630	11	£640	11	£650
11	£610	11	£620	11	£630	11	£640	11	£650	11	£660
11	£620	11	£630	11	£640	11	£650	11	£660	11	£670
11	£630	11	£640	11	£650	11	£660	11	£670	11	£680
11	£640	11	£650	11	£660	11	£670	11	£680	11	£690
11	£650	11	£660	11	£670	11	£680	11	£690	11	£700
11	£660	11	£670	11	£680	11	£690	11	£700	11	£710
11	£670	11	£680	11	£690	11	£700	11	£710	11	£720
11	£680	11	£690	11	£700	11	£710	11	£720	11	£730
11	£690	11	£700	11	£710	11	£720	11	£730	11	£740
11	£700	11	£710	11	£720	11	£730	11	£740	11	£750
11	£710	11	£720	11	£730	11	£740	11	£750	11	£760
11	£720	11	£730	11	£740	11	£750	11	£760	11	£770
11	£730	11	£740	11	£750	11	£760	11	£770	11	£780
11	£740	11	£750	11	£760	11	£770	11	£780	11	£790
11	£750	11	£760	11	£770	11	£780	11	£790	11	£800
11	£760	11	£770	11	£780	11	£790	11	£800	11	£810
11	£770	11	£780	11	£790	11	£800	11	£810	11	£820
11	£780	11	£790	11	£800	11	£810	11	£820	11	£830
11	£790	11	£800	11	£810	11	£820	11	£830	11	£840
11	£800	11	£810	11	£820	11	£830	11	£840	11	£850
11	£810	11	£820	11	£830	11	£840	11	£850	11	£860
11	£820	11	£830	11	£840	11	£850	11	£860	11	£870
11	£830	11	£840	11	£850	11	£860	11	£870	11	£880
11	£840	11	£850	11	£860	11	£870	11	£880	11	£890
11	£850	11	£860	11	£870	11	£880	11	£890	11	£900
11	£860	11	£870	11	£880	11	£890	11	£900	11	£910
11	£870	11	£880	11	£890	11	£900	11	£910	11	£920
11	£880	11	£890	11	£900	11	£910	11	£920	11	£930
11	£890	11	£900	11	£910	11	£920	11	£930	11	£940
11	£900	11	£910	11	£920	11	£930	11	£940	11	£950
11	£910	11	£920	11	£930	11	£940	11	£950	11	£960
11	£920	11	£930	11	£940	11	£950	11	£960	11	£970
11	£930	11	£940	11	£950	11	£960	11	£970	11	£980
11	£940	11	£950	11	£960	11	£970	11	£980	11	£990
11	£950	11	£960	11	£970	11	£980	11	£990	11	£1000
11	£960	11	£970	11	£980	11	£990	11	£1000	11	£1010
11	£970	11	£980	11	£990	11	£1000	11	£1010	11	£1020
11	£980	11	£990	11	£1000	11	£1010	11	£1020	11	£1030
11	£990	11	£1000	11	£1010	11	£1020	11	£1030	11	£1040
11	£1000	11	£1010	11	£1020	11	£1030	11	£1040	11	£1050
11	£1010	11	£1020	11	£1030	11	£1040	11	£1050	11	£1060
11	£1020	11	£1030	11	£1040	11	£1050	11	£1060	11	£1070
11	£1030	11	£1040	11	£1050	11	£1060	11	£1070	11	£1080
11	£1040	11	£1050	11	£1060	11	£1070	11	£1080	11	£1090
11	£1050	11	£1060	11	£1070	11	£1080	11	£1090	11	£1100
11	£1060	11	£1070	11	£1080	11	£1090	11	£1100	11	£1110
11	£1070	11	£1080	11	£1090	11	£1100	11	£1110	11	£1120
11	£1080	11	£1090	11	£1100	11	£1110	11	£1120	11	£1130
11	£1090	11	£1100	11	£1110	11	£1120	11	£1130	11	£1140
11	£1100	11	£1110	11	£1120	11	£1130	11	£1140	11	£1150
11	£1110	11	£1120	11	£1130	11	£1140	11	£1150	11	£1160
11	£1120	11	£1130	11	£1140	11	£1150	11	£1160	11	£1170
11	£1130	11	£1140	11	£1150	11	£1160	11	£1170	11	£1180
11	£1140	11	£1150	11	£1160	11	£1170	11	£1180	11	£1190
11	£1150	11	£1160	11	£1170	11	£1180	11	£1190	11	£1200
11	£1160	11	£1170	11	£1180	11	£1190	11	£1200	11	£1210
11	£1170	11	£1180	11	£1190	11	£1200	11	£1210	11	£1220
11	£1180	11	£1190	11	£1200	11	£1210	11	£1220	11	£1230
11	£1190	11	£1200	11	£1210	11	£1220	11	£1230	11	£1240
11	£1200	11	£1210	11	£1220	11	£1230	11	£1240	11	£1250
11	£1210	11	£1220	11	£1230	11	£1240	11	£1250	11	£1260
11	£1220	11	£1230	11	£1240	11	£1250	11	£1260	11	£1270
11	£1230	11	£1240	11							

112 For issuing summons for Committal, Service, attending Court, proof of service of Summons (in case of non-attendance of Debtor), of non-payment of instalment, instructing Serjeant-at-Law, and all other incidental charges and expenses if allowed will be—

When committal made for 5s. ....	2 6
" between 5s. and 10s. ....	3 4
" " 10s. and 20s. ....	5 10
" " 20s. and upwards ...	6 8

#### DEPENDANT'S COSTS.

113 Attending Hearing where Judgment Debt is under £10 ...	3 4
£10 and under £20 ...	6 8
£20 and upwards ...	13 4

In all Equitable matters the Costs allowed, unless otherwise provided for by this scale, shall be allowed as nearly as possible as in the like matters in the High Court of Justice.

#### ALLOWANCES TO WITNESSES.

	£ s. d.	£ s. d.
Gentlemen, Merchants, Bankers and Professional Men, per diem ... from	0 15 0	to 1 1 0
Tradesmen, Auctioneers, Accountants, Clerks, and Yeomen, per diem ... from	0 7 6	to 0 15 0
Artizans and Journeymen, per diem ... from	0 4 0	to 0 7 6
Labourers and the like, per diem ... from	0 3 0	to 0 4 0

Travelling expenses, sum reasonably paid, but not more than sixpence per mile one way.

If the Witnesses attend in more than one cause, they will be entitled to a proportionate part in each cause only.

N.B.—Where the Witness is a plaintiff he shall not be entitled to any of the above allowance, except for travelling, unless he is a domestic, or menial servant, a labourer, a servant in husbandry, a journeyman, an artificer, a handicraftsman, a miner, or any person engaged in manual labour.

#### ALLOWANCES TO SCIENTIFIC WITNESSES.

	If Cost taxed on Scale above £20.	If on Scale exceeding £50.
	£ s. d.	£ s. d.
For qualifying to give evidence ...	1 1 0	1 1 0
	3 3 0	5 5 0
	1 1 0	1 1 0
Attending Court on trial, per diem ...	to	to
	2 2 0	3 3 0

In estimating the amount to be allowed, the character of the Action, the professional standing of the Witnesses, the propriety of retaining the particular Witness, are to be considered, and in no case is the maximum allowance to be exceeded.

Travelling expenses to be allowed as in the case of an ordinary witness.

The above allowances shall not apply to persons who prepare plans, drawings, models, &c., for the purpose of illustration, and who, if called at the trial, prove the correctness of such plans, drawings, models, &c., only, but in lieu thereof there may be allowed the sum reasonably paid for the same, and all tracings and copies thereof not exceeding the sums mentioned in item of the higher scale of Costs.

Any such person shall be allowed for his attendance at the trial upon the scale applicable to ordinary persons.

## LEGAL NEWS.

### APPOINTMENTS.

Mr. FRANCIS STEPHEN ROBINSON, solicitor, of Saffron Walden, has been elected Town Clerk and Clerk of the Peace for that borough. Mr. Robinson was admitted a solicitor in 1885. Both offices were held by his partner, the late Mr. James Gordon Bellingham.

Mr. ALEXANDER KAYE BUTTERWORTH, solicitor, of 34, Essex-street, has been elected Clerk of the Peace for Bedfordshire, and Clerk to the Bedfordshire County Council, in succession to the late Mr. Theod William Pearse. Mr. Butterworth is an LL.B. of the University of London. He was admitted a solicitor in 1884.

Mr. DANIEL SUTCLIFFE, solicitor (of the firm of Eastwoods & Sutcliffe), of Roehdale, Todmorden, and Bacup, has been appointed Clerk to the Todmorden Local Board. Mr. Sutcliffe was admitted a solicitor in 1883.

Mr. ARTHUR STEWARD BLYTH SPARLING, solicitor, of Colchester, has been appointed Clerk to the Colchester Burial Board, in succession to his father, the late Mr. Philip Smith Sparling. Mr. A. S. B. Sparling was admitted a solicitor in 1885.

Mr. FREDERICK WILLIAM BULL, solicitor, of Kettering, has been appointed Clerk and Solicitor to the Kettering School Board. Mr. Bull was admitted a solicitor in 1886.

## CHANGES IN PARTNERSHIP.

### DISSOLUTIONS.

FREDERICK MARTIN CHAPMAN and ROBERT WYCHE, jun., solicitors (Chapman & Wyche), Stamford. June 4. Each of them, the said Frederick Martin Chapman and Robert Wyche, jun., will henceforth practise separately at Stamford.

ISAAC BUGG COAKS, WILLIAM SIMON RACKHAM, WILLIAM ROBERT COOPER, and WILLIAM LATIMER SAYER, solicitors (J. B. Coaks & Co.), Norwich. May 31. The said William Robert Cooper withdrawing from the said partnership. [Gazette, June 6.]

### GENERAL.

In the House of Commons on the 6th inst., in answer to Mr. Coghill, the Attorney-General said: The question of the length of vacations is not for me, but having regard to the work which has to be performed by the judges and officials when the courts are not sitting, I am unable to hold out any hopes that a proposal for shortening the Whitsuntide vacation would be entertained.

On the 5th inst., while Mr. Baron Huddleston was trying a case in Queen's Bench Court, No. IV., his lordship said the court appeared to have been constructed with the greatest care so that the judge could never hear the counsel, nor the counsel the judge, and the jury neither. When he was at Birmingham his advice had been asked with reference to the new courts being erected there, and he told them to come to London and carefully examine the Royal Courts of Justice and then carry out everything in a manner exactly opposite.

A memorandum has been issued from the Home Office as to procedure in extradition cases and in cases under the Fugitive Offenders Act, 1881, in which it is explained how the arrest and return to this country of fugitive criminals can be secured and what formalities have to be complied with to do this. It is explained that the return of fugitives may be obtained from foreign countries with which there are extradition treaties from British possessions and from foreign countries in which the Queen has jurisdiction as if they were British possessions. Lists are given of the treaties in force and the offences to which they apply.

In the House of Commons on the 5th inst. Mr. J. R. Kelly asked the President of the Board of Trade whether he could state the number of cases, including those in the High Court, with their various districts, in which official receivers in bankruptcy had, during the last three years, obtained summary administration orders and the assets shewed amounts of over £300; and whether many of the official receivers were in the constant habit of certifying cases to be under £300 when they were considerably over such amount. Sir Michael Hicks-Beach said:—I am not in a position to furnish the figures asked for by the hon. member, and it would be a work of time and trouble to obtain them from different parts of the country. I may say, however, that the total number of orders for summary jurisdiction made during the last three years was: In 1887, 3,868; in 1888, 4,022; and in 1889, 3,819. The number of cases administered by official receivers and closed during 1889 was 3,814. Of these the number in which the assets realized less than £300 was 3,643. The number in which they realized more than £300 was 141. In 58 of the latter cases the debtors had themselves estimated that the estates were worth less than £300, although the official receivers realized more. I cannot admit that official receivers are in the habit of under-estimating the value of debtors' estates, but in many cases the estimates of debtors as to the probable value of the assets are quite untrustworthy, and the official receivers are compelled to form their own judgment as to their actual value.

The *Albany Law Journal* digests the decision in a case of *Gilman v. Andrus* (28 Vt. 241) as follows:—

"If A. makes artificial teeth for Mrs. B.,  
And B., well knowing it, does not forbid the act,  
As matter of estoppel, it is plain to see,  
It 'does not lie in his mouth' to deny the debt."

## COURT PAPERS.

### SUPREME COURT OF JUDICATURE.

#### ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 1.	Mr. Justice KAY.	Mr. Justice CHITTE.
Monday, June .....	Mr. Carrington	Mr. Godfrey	Mr. Pugh
Tuesday .....	Lavie	Leach	Beal
Wednesday .....	Carrington	Godfrey	Pugh
Thursday .....	Lavie	Leach	Beal
Friday .....	Carrington	Godfrey	Pugh
Saturday .....	Lavie	Leach	Beal
	Mr. Justice NORTH.	Mr. Justice STALLING.	Mr. Justice KIRKWOOD.
Monday, June .....	Mr. Ward	Mr. Jackson	Mr. Holt
Tuesday .....	Pemberton	Cloves	Farnet
Wednesday .....	Ward	Jackson	Holt
Thursday .....	Pemberton	Cloves	Farnet
Friday .....	Ward	Jackson	Holt
Saturday .....	Pemberton	Cloves	Farnet

# HIGH COURT OF JUSTICE. PROBATE, DIVORCE & ADMIRALTY DIVISION. (ADMIRALTY).

TRINITY SITTINGS, 1890.

## ACTIONS FOR TRIAL.

Ship "Accomac" (1889, Folio 345)  
Ship "Abana" (1890, Folio 66)  
Ship "Allendale" (1890, Folio 129)  
Ship "August" (1890, Folio 32)  
Ship "Barnston" (1890, Folio 119)  
Ship "Breeze" (1890, Folio 131)  
Ship "Calder" (1890, Folio 105)  
Ship "Camel" (1890, Folio 123)  
Ship "Carl F R Waern" (1890, Folio 106)  
Ship "Circassian Prince" (1890, Folios 136, 137, 138, 139, & 140)  
Ship "Cremon" (1890, Folio 90)  
Ship "Dione" (1890, Folio 14)  
Ship "Ellen & Sarah" (1890, Folio 81)  
Ship "Fonella" (1890, Folio 134)  
Ship "Howard A Turner" (1890, Folios 45 & 53)  
Ship "Illinois" (1890, Folio 128)  
Ship "Isle of Cyprus" (1890, Folio 95)  
Ship "Ivy" (1890, Folio 95)  
Ship "Juan Cunningham" (1890, Folio 135)  
Ship "Lancashire" (1889, Folio 485)  
Ship "London" (1890, Folio 65)  
Ship "Maple Branch" (1890, Folios 4 & 33)  
Ship "Nellis" (1890, Folio 107)  
Ship "Ottawa" (1890, Folio 123)  
Ship "Palestro" (1890, Folios 22 & 28)  
Ship "Redruth" (1890, Folio 142)  
Ship "Ribbleson" (1890, Folio 124)  
Ship "River Garry" (1890, Folio 125)  
Ship "Star of England" (1890, Folio 116)  
Ship "Surbiton" (1890, Folio 118)  
Ship "Talahot" (1890, Folio 36)  
Ship "Thomas Anderson" (1890, Folio 108)  
Ship "Triumph" (1889, Folio 488)  
Ship "Warwick" (1890, Folio 52)  
Ship "Whitley" (1889, Folio 492)  
Ship "Zeta" (1890, Folio 126)  
Ship "San Juan" (Liverpool Dist Registry)  
Ship "Ramon de Larrinaga" (Liverpool Dist Registry)  
Ship "Lancashire Lad" (Liverpool Dist Registry)  
Ship "Owl" (Liverpool Dist Registry)  
Ship "Steam Hopper" No 6 (Liverpool Dist Registry)

Ship "City of Paris" (Liverpool Dist Registry)  
Ship "Goval" (Liverpool Dist Registry)  
Ship "Ruby" (1890, Folio 77)  
Ship "Theobald" (1890, Folio 150)  
Ship "City of Paris" (1890, Folio 143)  
Ship "Ditto" (Liverpool Dist Registry)  
Ship "Scotia" (1890, Folio 141)  
Ship "Euclid" (1890, Folio 162)  
Ship "Angerton" (1890, Folio 161)  
Ship "Southgate" (1890, Folio 159)  
Ship "Highlands" (1890, Folio 158)  
Ship "Olympus" (1890, Folio 167)  
Ship "Roxburgh" (1890, Folio 156)  
Ship "North Cambria" (1890, Folio 155)  
Ship "Brisle" (1890, Folio 152)  
Ship "San Giorgio" (1890, Folio 151)  
Ship "Vesper" (1890, Folio 163)  
Ship "Golden Horn" (1890, Folio 164)  
Ship "Sultan" (1890, Folio 166)  
Ship "Virent" (1890, Folio 167)  
Ship "Edith" (1890, Folio 168)  
Ship "Ligaria" (1890, Folio 171)  
Ship "Winsloe" (1890, Folio 181)  
Ship "Duca di Galliera" (1890, Folio 183)  
Ship "Garonne" (1890, Folio 185)  
Ship "Prior" (1890, Folio 186)  
Ship "Northcote" (1890, Folio 188)  
Ship "Merida" (1889, Folio 425)  
Ship "Newent" (1889, Folio 74)  
Ship "Thames" (1889, Folio 410)  
Ship "General Gordon" (1889, Folio 499)  
Ship "London & Bwila" (1890, Folio 467)  
Ship "Secret" (1890, Folio 75)  
Ship "Velindra" (1889, Folio 52)  
Ship "Marquis Sciolana" (1888, Folio 256)  
Ship "Winifred" (Cardiff Dist Registry)

## APPEALS TO THE DIVISIONAL COURT.

Ship "Swan" (1890, Folio 35)  
Ship "Australia" (1890, Folio 112)  
Ship "Oakdene" (1890, Folio 35)  
Ship "Circassia" (1890, Folio 184)  
Ship "Curfew" (1890, Folio 187)  
Ship "James Westoll" (1890, Folio 194)  
Ship "Cressington" (1890, Folio 195)

## WINDING UP NOTICES.

London Gazette.—FRIDAY, JUNE 6.  
JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALDERHOT BREWERY CO, LIMITED.—Petn for winding up, presented June 2, directed to be heard before Chitty, J, on Saturday, June 14 Williams & Co, Laurence Pountney hill, solors for petner  
ASTON ARMS CO, LIMITED.—Petn for winding up, presented June 4, directed to be heard before Chitty, J, on Saturday, June 14 Davidson & Morris, Queen Victoria st, solors for petner  
ASTROP PATENT CO, LIMITED.—Petn for winding up, presented June 5, directed to be heard before Stirling, J, on June 14 Powell & Burt, St Swithin's lane, solors for petners  
EAST RIDING CLUB AND RACOCOURSE CO, LIMITED.—Petn for winding up, presented June 5, directed to be heard before Kay, J, on Saturday, June 14 Bell & Co, Bow churchyard, agents for J T & H Woodhouse, Kingston upon Hull, solors for petners  
METAL RECOVERY CO, LIMITED.—By an order made by Kekewich, J, dated May 3, it was ordered that the voluntary winding up of the company be continued Hindon-Miller & Vernon, Moorgate st, solors for petner  
THE SOUTH WALES AND MONMOUTHSHIRE BOILER INSURANCE CO, LIMITED.—Creditors are required, on or before July 1, to send their names and addresses, and the particulars of their debts or claims, to George Lockwood Morris, 10, Fisher st, Swansea  
THE SWATHLAND (AFRICAN) GOLD EXTRACTS CO, LIMITED.—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to Arthur William Wells, 81, St Swithin's lane  
THE WHITEHAVEN SHIPBUILDING CO, LIMITED.—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to William Barclay Post, 8, Lothbury Brookbank & Co, solors for liquidator  
WASHINGTON DIAMOND MINING CO, LIMITED.—Petn for winding up, presented June 2, directed to be heard before North, J, on June 14 Whitfield & Richardson, Finsbury pavement, solors for petner

## FRIENDLY SOCIETY DISSOLVED.

SANCTUARY LYNN UNITED BRANCH OF THE ANCIENT ORDER OF SHREFFARDS, King's Lynn, Norfolk May 20

London Gazette.—TUESDAY, JUNE 10.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BUILDING SOCIETIES TRUST, LIMITED.—Creditors are required, on or before July

8, to send their names and addresses, and the particulars of their debts or claims, to Alexander Alfred Yeatman, 2, Gresham bldg, Basinghall st Thursday, July 17, at 11, is appointed for hearing and adjudicating upon the debts and claims

CITY IMPROVED BREAD CO, LIMITED.—Creditors are required, on or before July 7, to send their names and addresses, and the particulars of their debts or claims, to Theodore Brooke Jones, 70, Gracechurch st Tuesday, July 23, at 11, is appointed for hearing and adjudicating upon the debts and claims

DAVID STORER & SONS, LIMITED.—Petn for winding up, presented June 5, directed to be heard before Kay, J, on Saturday, June 31 Styer, solors for petner

J M JOHNSON & SONS, LIMITED (THE TRADE MARK PROTECTION SOCIETY).—Creditors are required, on or before July 23, to send their names and addresses, and the particulars of their debts or claims, to Henry Newson Smith, 37, Walbrook PATRONS RAILWAY CO, LIMITED.—Creditors are required, on or before Nov 3, to send their names and addresses, and the particulars of their debts or claims, to Edwin Waterhouse, 44, Gresham st Monday, Nov 17, at 12, is appointed for hearing and adjudicating upon the debts and claims

POLLARD, GRAHAM, & CO, LIMITED.—Creditors are required, on or before June 31, to send their names and addresses, and the particulars of their debts or claims, to T H Harrison, Wardwick, Derby Gadsby & Coxon, Derby, solors for liquidator

THE AFRICAN EXHIBITION GOLD MINING AND PROSPECTING CO, LIMITED AND REDUCED.—Creditors are required, on or before Aug 30, to send their names and addresses, and the particulars of their debts or claims, to Moir and Banner, 30, Holborn Viaduct

THE GIFFORDAL SYNDICATE, LIMITED.—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to Samuel Hayes, 28, St Swithin's lane

THE GRINGEY ON THE HILL GAS LIGHT, COAL, AND COKE CO, LIMITED.—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Parker Tomlinson, Grove st, East Retford Marshalls, East Retford, solors for liquidator

THE MONETARY ADVANCE CO, LIMITED.—Creditors are required, on or before June 31, to send their names and addresses, and the particulars of their debts or claims, to Thomas Inglis, 34, Southampton bldgs, Chancery lane

THE PADBROOK UNITED CANEAL COAL AND IRON CO, LIMITED.—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Laurence Lord, Backup

THE PEGMAN SYNDICATE, LIMITED.—Creditors are required, on or before Sept 4, to send their names and addresses, and the particulars of their debts or claims, to J. A. J. Shaw, 23, Queen Victoria st

THE VICTORIA MUTUAL MARINE INSURANCE ASSOCIATION, LIMITED.—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to John Herbert Thomas, Tremydon Nevin, North Wales

## FRIENDLY SOCIETY DISSOLVED.

STONE AND HARTWELL BENEFIT FRIENDLY SOCIETY, Bugle Horn Inn, Stone, Aylesbury, Bucks June 5

## SUSPENDED FOR THREE MONTHS.

UNITED FRIENDLY BENEFIT SOCIETY, Crown and Anchor Tavern, Temple st, Hackney rd June 5

WESLEYAN METHODIST SICK SOCIETY, Wesleyan Methodist Sunday Schoolroom, Pontefract, York June 5

## CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

London Gazette.—FRIDAY, JUNE 6.

AUCKLAND, Right Hon. WILLIAM GEORGE, Baron. Aug 1. Saltwell & Tryon, Stone bldgs, Lincoln's inn

BALDOCK, FRANCIS ANN, Ramsgate. July 19. O. & A. Daniel, Ramsgate

BOOTH, GEORGE, Charlesworth, Derby, Rope Manufacturer. Aug 12. J. & J. Hibbert & Westbrooke, Hyde

BROWN-GREAVES, ADRIAN, Wykeville, nr Ross, Hereford. July 10. W. H. & F. S. Collins, Ross

DAVENPORT, MARTHA, Frederick st, Salford. June 30. Beaumont & Rigby, Manchester

DICKER, JOSEPH, Abingdon, Berks, Merchant. July 14. Saxelby & Faulkner, London

EDKINS, WILLIAM EADES, Southport, Collector of Rates. July 9. Wood & Awdry, Chippendale, Wills

ELSTON, WILLIAM, Wistow, nr Selby, Yorks, Land Valuer. July 23. J. P. H. & J. B. Wood & Co, York

FAGAN, CHRISTOPHER WESTON, West Worthing, Sussex, Esq. July 16. Reynolds, Bedford row

GOLDNEY, ALFRED, Bushey Heath, Herts, Esq. July 22. Bloxam & Co, Lincoln's inn fields

GOSLING, DANIEL, Leeds, Innkeeper. June 30. Dougill, Leeds

GREENE, JOSEPH, Stratford upon Avon, Esq. July 14. Hobbes & Norbury, Stratford upon Avon

GEROBY, THOMAS FREDERICK, High st, Islington, Fishmonger. July 1. Winsor, Chancery lane

HADDOCK, EDWARD, Birmingham, Gunmaker. July 1. Poulton, Birmingham

HALL, JOSEPH FRANCIS, Kingston Vale, Ham, Surrey, Licensed Victualler. July 19. Fox, Kingston on Thames

HAMILTON, DAVID, Altrincham, Chester, Gent. Aug 30. Broom & Co, Manchester

HARRISON, THOMAS, Askan, Dalton in Furness, Lancs, Labourer. July 7. Butler, Dalton in Furness

HARRISON, WILLIAM JAMES, Colebrook rd, Islington, Gent. July 9. Upton, New Adelphi chmbrs, John st, Adelphi

HILL, JOSEPH, North Pallant, Chichester, Gent. July 12. Peach, Cophthall bldgs

JOHNSON, JOHN, Whaley Bridge, Chester, Stone Dealer. August 8. Innes, Stalybridge

JONES, FRANCIS GRIFFITH, Conway, Carnarvon, Esq. July 5. Jones & Porter, Conway

LEIGH, MATEIDA MARY BOUGHTON WARD BOUGHTON, Upham Park rd, Chislewick. July 18. Caprons & Co, Bayle place, Conduit st

MACDONALD, CHARLOTTE, Heron Hill. June 24. Farmer & Carpenter, Mansion House chmbrs, Queen Victoria st

MARNEY, WILLIAM, Leicester, Gent. July 5. Berridge & Miles, Leicester

MCDONALD, JAMES, Belaise grove, Hampstead, Gent. July 10. Grundy & Co, Chancery lane

MOORE, SARAH NEWPORT, Hildenborough, Kent. July 1. Johnson & Co, Lincoln's inn fields

ONLEY, SAMUEL, Fressbury, nr Cheltenham, Gent. June 24. Gale, Cheltenham

PITE, MARIA, Gordon rd, Stoke Newington. July 24. Moodie & Mills, Basinghall st

PLATT, ANN, Hurdfield, nr Macclesfield. Aug 4. Brownson, Hyde

POSTON, HANNAH, Sutton st, Liverpool. July 7. Barnes, Liverpool

PARKE, JONATHAN CHARLES, Mary st, Arlington sq, Esq. July 16. Vanderroom & Co, Bush lane  
 RIDGWAY, THOMAS, Bristol, Warehouseman. July 6. Pearson, Bristol  
 SMITH, JAMES, Liverpool, Shipowner. Aug 4. Trehwitt & Robson, Sunderland  
 STAFFORD, WILLIAM, Saltash, Cornwall, Gent. July 17. Lovell & Co, Gray's inn sq  
 STANFIELD, JONATHAN, Hobden Bridge, Yorks, Fustian Manufacturer. July 12. Jubb & Co, Halifax  
 STANFIELD, EYITT, Hobden Bridge, Yorks. July 12. Jubb & Co, Halifax  
 THRELFALL, THOMAS KENDALL, Askam in Furness, Lancs, Gent. July 7. Butler, Dalton in Furness  
 TUCKER, GEORGE, Axminster, Devon, Yeoman. July 31. Hellier, Honiton  
 WILLIS, WILLIAM, Redditch, Worces, Refreshment House Keeper. Sept 1. Coleman & Co, Birmingham  
 WOMACE, ANN, Helgham, Norwich. July 6. Goodchild, Norwich

London Gazette.—TUESDAY, June 10.

ADAMS, ALBERT EDWARD, Higher Broughton, Salford, Grocer. July 12. Johnson, Manchester  
 APPLETON, JOHN, Waltham Abbey, Essex. June 24. Windus & Trotter, Epping and Harlow  
 BECKENHAM, ELIZA, Bathwick, nr Bath. July 19. Clinton & Co, Chancery lane  
 BLANDY, SOPHIA ISABELLA, Reading. July 5. H. & C. Collins, Reading  
 BLISSARD, ALLEN, High st, Southwark, Pawnbroker. August 12. Thompson & Groom, Raymond bldgs, Gray's inn  
 BODLAM, ELIZA, Sutherland pl, Talbot rd, Bayswater. July 9. F. J. & G. J. Brakenridge, Bartlett's bldgs  
 COWAN, HENRY, Stanley crst, Notting Hill, Esq. August 1. Montagu, Bucklersbury  
 DICKIN, WILLIAM, Perry Barr, Staffs, Gent. July 19. Walford, Birmingham  
 DUDLEY, ROBERT, Edgbaston, Birmingham, Gent. July 19. Walford, Birmingham  
 FOSTER, WILLIAM, Slack in Heptonstall, Halifax, Esq. July 21. Sutcliffe, Hobden Bridge  
 GRUICH, PHILIP THOMAS, Bradbampton, Devon, retired Fleet Engineer R.N. July 31. Marsden & Wilson, Old Cavendish st  
 HALL, ANNE, Frestwich, nr Manchester. July 15. Radford & Co, Manchester  
 HARLAND, ISAAC, West Hartlepool, retired Master Mariner. July 9. Fryer, West Hartlepool

HEATON, JOHN WILLIAM, Leeds, Innkeeper. Aug 1. Palleynes, Leeds  
 HICKEY, ROBERT JOHN FAYNE, Guildford, Surrey, retired Major 101st Bengal Royal Fusiliers. June 24. Jackson & Prince, Cannon st  
 HOWARTH, HENRY, Manchester, Fent Merchant. Aug 1. Ledgard, Manchester  
 HULBERT, JONATHAN, Great Postling, Leics, Farm Servant. July 5. Berridge & Miles, Leicester  
 JELLY, HENRY WILLIAM, Hartman st, Islington, Fancy Cabinet Maker. July 31. Morgan & Co, Furnival's inn  
 JENNINGS, ANNE, York. July 15. Phillips, York  
 JEFFESON, JAMES, Warwick sq, Barrister at Law. July 21. Hodding, St Albans  
 KELLY, JOHN, Alnwick, Northumberland, Gent. June 16. Percy, Alnwick  
 MADDICK, MARY, Plymouth. June 24. Pridham, Plymouth  
 MARSHALL, GEORGE, Gracechurch st, Solicitor. Aug 1. Winch & Greensted, Sittingbourne  
 MILSON, HENRY KIRKSHAW, Wakefield, Innkeeper. July 20. Harrison & Co, Wakefield  
 THOMPSON, WILLIAM, Manchester, Publican. July 31. Barrow & Smith, Manchester  
 SHEPHERD, JOHN EVANS, Grosvenor rd, Highbury New Park, Commercial Traveller. June 30. Greenfield, Queen Victoria st  
 SIMPSON, SARAH THEYD, New Malton, Yorks. July 1. Simpson, Malton  
 SIMPSON, WILLIAM, New Malton, Yorks, Solicitor. July 1. Simpson, Malton  
 SMITH, ANN, Moss Side, Manchester. July 31. Barrow & Smith, Manchester  
 SMITH, MARY ANN, Halifax. June 31. Sutcliffe, Hobden Bridge  
 STANLEY, THOMAS, Fenton st, Leeds. July 23. Simpsons & Denham, Leeds  
 STOKER, MARY ANN, Keighley, Lancs. July 23. Simpsons & Denham, Leeds  
 WOOD, MARIANNE, Cheltenham. July 14. Satchell & Chapple, Queen st, Champside

**WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.**—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, opposite Town Hall, Victoria-st., Westminster (Estab. 1876), who also undertake the Ventilation of Offices, &c.—[ADVT.]

## BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, June 6.

### RECEIVING ORDERS.

ABBOTT, GEORGE, Little Bealings, Suffolk, Farmer Ipswich Pet May 16 Ord May 31  
 ANSELL, WILLIAM, Haymarket, in the employ of the Civil Service Co-operative Society High Court Pet June 4 Ord June 4  
 ATHERTON, JOHN, Wolverhampton, Plumber Wolverhampton Pet June 3 Ord June 3  
 BROWN, ALFRED, and JOHN BROWN, Yendon, Yorks, Cloth Manufacturers Leeds Pet June 2 Ord June 4  
 CHADWICK, W B late Queen Victoria st, Gent High Court Pet Dec 23 Ord June 3  
 COUSSENS, CHARLES EMMELUS, Hastings, Furniture Broker Hastings Pet June 3 Ord June 2  
 DENT, JAMES, Horwich, nr Bolton, Quarry Master Bolton Pet May 23 Ord June 3  
 DOWSETT, HERBERT, Pleshey, Essex, Farmer Chelmsford Pet May 3 Ord May 27  
 FORD, WILLIAM, Newmarket All Saints, Cambs, Court Agent Cambridge Pet June 4 Ord June 4  
 FULLMAN, THOMAS, Birling, Kent, Bricklayer Maidstone Pet June 3 Ord June 3  
 GOULD, JAMES, Isledon rd, Finsbury pk, Merchant's Clerk High Court Pet June 3 Ord June 3  
 HANSON, HENRY, Derby, Builder Derby Pet June 3 Ord June 2  
 HIGHAM, FREDERICK SHARLE, Mutley, Devon, Tally Draper East Stonehouse Pet June 3 Ord June 3  
 JACKSON, THOMAS, Blakemere, Herefordshire, Carpenter Hereford Pet May 31 Ord May 31  
 JONES, WILLIAM HENRY, Hale, nr Bowdon, Cheshire, Cabdriver Manchester Pet June 4 Ord June 4  
 KRAST, WILLIAM JAMES, Pembroke st, King's Cross, Builder Edmonton Pet May 30 Ord May 30  
 LACEY, CHARLES, Ploasidilly, Tailor High Court Pet May 29 Ord June 3  
 LEVIN, ALEXANDER, Mile End rd, Butcher High Court Pet Jan 29 Ord June 4  
 LEWIS, MARCUS H, Gray's inn sq, Solicitor High Court Pet April 29 Ord June 4  
 MADDICHAIR, JAMES, Falcon rd, Battersea, Dyer Wandsworth Pet June 3 Ord June 3  
 MARRYAT, Lieut Col H FITZROY, The Junior Carlton Club, Pall Mall High Court Pet April 1 Ord June 4  
 MARSHALL, ALFRED WILLIAM, Croydon, Tailor Croydon Pet May 14 Ord June 3  
 MCARTHUR, WILLIAM, Gracechurch st, Commission Agent High Court Pet March 20 Ord June 4  
 McDONALD, WILLIAM, Bolton, Labourer Bolton Pet June 8 Ord June 3  
 MIDDLETON, SARAH, Nottingham, Haberdasher Nottingham Pet May 30 Ord May 31  
 MORGAN, L, Moorgate st, Merchant High Court Pet May 14 Ord June 4  
 MORGAN, WILLIAM, Newport, Mon, Commission Agent Newport Mon Pet June 4 Ord June 4  
 NEWELL, JOHN, Malvern Link, Builder Worcester Pet June 2 Ord June 2  
 NOBLE, MICHAEL MURRAY, Greenwich, Outlier Greenwich Pet June 2 Ord June 2  
 OLLIVER, WILLIAM SHIRLEY GRATWICK, Kingsbury, nr Tamworth, out of business Birmingham Pet May 10 Ord June 4

PEACE, JOE, Barnaley, Broker Barnaley Pet June 2 Ord June 2  
 POTTER, HENRY, Queen Victoria st, Commission Agent High Court Pet April 25 Ord June 4  
 ROBERTS, CHARLES JAMES, Scarborough, Tailor Scarborough Pet June 2 Ord June 2  
 SHEPHERD, JOSEPH, Hecnor, Derbyshire, Labourer Derby Pet June 2 Ord June 2  
 SQUIRE, JOSEPH, Westow Hill, Upper Norwood, Wine Dealer High Court Pet June 4 Ord June 4  
 THOMAS, THOMAS, Heath st, Hempstead, Draper High Court Pet June 3 Ord June 3  
 THORNTON, JOHN HORACE, Chelmsford, Porkbutcher Chelmsford Pet June 3 Ord June 3  
 TUCK, JOSEPH, Holbeck, Leeds, Mechanic Leeds Pet June 4 Ord June 4  
 The following amended notice is substituted for that published in the London Gazette of May 23.  
 BRUTIN, ERNEST FREDERICK, Battersea pk rd, Clothier Wandsworth Pet May 17 Ord May 17

### FIRST MEETINGS.

ALGAR, JOHN, Cecil rd, West Ham, Builder June 20 at 12.30 Carey st, Lincoln's inn fields  
 BARROW, JOHN, Seymour st, Euston rd, Licensed Victualler June 17 at 2.30 33, Carey st, Lincoln's inn fields  
 BAYLES, ALFRED, Aston, Warwickshire, Coachman June 16 at 3.25 Colmore row, Birmingham  
 BRESLEY, ALFRED J., Buckingham st, Strand, Architect June 20 at 2.30 33, Carey st, Lincoln's inn fields  
 BROCKMAN, HUGO, Little Albany st, Regent's pk, Timber Merchant June 20 at 11 Bankruptcy bldg, Lincoln's inn fields  
 BORRETT, JOHN, Norwich, Saw Mills Proprietor June 14 at 11.00 Off Rec, 8, King st, Norwich  
 BROWN, HARRY, Rhyll, Hotel Keeper June 13 at 1.30 Crypt chmrs, Chester  
 CAVALIERO, D., Threadneedle st, Banker's Clerk June 17 at 11.30 Carey st, Lincoln's inn fields  
 CHAMBERS, CHARLES, Crondall st, New North rd, Boot Manufacturer June 17 at 11.30 Carey st, Lincoln's inn fields  
 DENT, JAMES, Horwich, nr Bolton, Quarry Master June 17 at 11.30 16, Wood st, Bolton  
 ELLISON, RICHARD, Leeds, Pawnbroker June 13 at 11 Off Rec, 22, Park row, Leeds  
 FRANK, JOHN NALSON, New Swindon, Jeweller June 13 at 12 Off Rec, 33, High st, Swindon  
 FREEMAN, SAMUEL BOWDEN, Bowling, Bradford, Worsted Spinner June 19 at 11 Off Rec, 31, Manor row, Bradford  
 FULLER, JAMES HENRY, Lambourne, Essex, Butcher June 13 at 12.30 Temple chambers, Temple avenue  
 FULLMAN, THOMAS, Birling, Kent, Bricklayer June 19 at 3 Off Rec, Week st, Maidstone  
 GODDARD, WILLIAM, Tooting, Surrey, Secretary to a Public Company June 17 at 1.30 Carey st, Lincoln's inn fields  
 HANSON, HENRY, Derby, Builder June 13 at 3 Off Rec, 31 James's chambers, Derby  
 HARRINGTON, ALLAN BAILEY, Finsingfield, Essex, Grocer June 13 at 3.30 Temple chambers, Temple avenue  
 HILLIARD, AUGUSTUS JOHN, Victoria Dock rd, Licensed Victualler June 13 at 11.30 Carey st, Lincoln's inn fields  
 HOPKINS, WILLIAM, Osweston, Glam, Tin Worker June 14 at 12 Off Rec, 97, Oxford st, Swansea  
 JACKSON, JOHN, Leeds, formerly Journeyman Brewer June 16 at 12 Off Rec, 22, Park row, Leeds

JAMES, GEORGE, Swansea, Shipping Butcher June 14 at 12 Off Rec, 97, Oxford st, Swansea  
 JAY, CHARLES, Hagley, Herefordshire, Coal Merchant June 20 at 12.00 Off Rec, Hereford  
 JONES, JAMES, and FREDERICK EUGENE JONES, Great Malvern, Tailors June 19 at 11 Off Rec, Worcester  
 LAKE, CHARLES, Suffolk lane, Cannon st, Printer June 17 at 11 Bankruptcy bldg, Lincoln's inn  
 McDONALD, WILLIAM, Bolton, Labourer June 17 at 11.30 Wood st, Bolton  
 NEWELL, JOHN, Malvern Link, Builder June 17 at 12 Off Rec, Worcester  
 NORMAN, FREDERICK, Uphampton, nr Omborsley, Worcester, Journeyman Baker June 17 at 10.30 Off Rec, Worcester  
 PENBERTHY, WILLIAM ARNALL, Illogan, Cornwall, Builder June 14 at 12.30 Off Rec, Boscawen st, Truro  
 POWELL, JAMES, Yate, Glos, Carpenter June 16 at 12.30 Off Rec, Bank chambers, Bristol  
 PYBUS, JOHN, Sellaek, Herefordshire, Farmer June 14 at 12.30 3, Off st, Hereford  
 RATCLIFFE, CHARLES, New Brompton, Kent, Musical Instrument Dealer June 16 at 11.30 Off Rec, High st, Rochester  
 RICHARDS, JOHN, Wanstwood, Essex, Nurseryman June 17 at 12 Bankruptcy bldg, Lincoln's inn  
 ROSS, WILLIAM, King st, Snow hill, Cork Dealer June 16 at 12.30 Carey st, Lincoln's inn  
 SADDIE, EDWARD WILLIAM, Godolphin rd, Shenherd's bush, Hotel Manager June 13 at 2 Off Rec, 24, Railway approach, London Bridge  
 SHAW, SAMUEL HAMILTON, Tue Brook, nr Liverpool, Telegraph's Assistant June 20 at 2 Off Rec, 35, Victoria st, Liverpool  
 SHEPHERD, JOSEPH, Hecnor, Derbyshire, Labourer June 13 at 3.30 Off Rec, 81 James's chambers, Derby  
 TAYLOR, WILLIAM, Hereford, Butcher June 20 at 10.30 Off Rec, Hereford  
 TRENT, HERBERT ROBERT, Churminster, Dorset, Baker June 14 at 10.30 Off Rec, Salisbury  
 WALTON, ALFRED CHARLES, Pershore, Worcs, Tailor June 17 at 11 Off Rec, Worcester  
 WEBB, JOHN STAMPER, Ledbury, Herefordshire, Grocer June 20 at 11.30 Off Rec, Worcester  
 WILLIAMS, THOMAS, and JOHN HENRY THOMAS, Chester, Chemists June 13 at 1.30 Crypt chmrs, Chester  
 WILSON, JOHN, Leeds, Grocer June 16 at 11 Off Rec, 22, Park row, Leeds  
 WOLSTENHOLME, JOHN JAMES, Fulham, Builder June 13 at 11.30 Carey st, Lincoln's inn  
 WOOLLEY, GEORGE, Dresden, nr Longton, Staffs, China Manufacturer June 20 at 11 Off Rec, Newcastle under Lyme  
 WRIGHT, THOMAS, Scarborough, Valuer June 13 at 11.30 Off Rec, 74, Newborough st, Scarborough

### ADJUDICATIONS.

ADOCK, ROBERT MASON, Leicester, Venetian Blind Manufacturer Leicester Pet May 12 Ord June 2  
 ALLMYNE, J. C., Dudley, General Dealer Dudley Pet May 2 Ord May 31  
 BRUTIN, ERNEST FREDERICK, Battersea pk rd, Clothier Wandsworth Pet May 16 Ord May 31  
 FORD, WILLIAM, Newmarket All Saints, Cambridge, Corn Agent Cambridge Pet June 4 Ord June 4

FULMAN, THOMAS, Birling, Kent, Bricklayer Maidstone Pet June 3 Ord June 3  
 GARNAR, ARTHUR, and WALTER GARNAR, Frankton rd, Hill st, Peckham, Builders High Court Pet May 4 Ord June 6  
 HANCOCK, WILLIAM, St Paul's churchyard, Builder High Court Pet May 13 Ord June 3  
 HAMSON, HENRY, Derby, Builder Derby Pet June 2 Ord June 2  
 HIGHAM, PERCIVAL SEARLE, Mutley, Devonshire, Tally Draper East Stonehouse Pet June 3 Ord June 3  
 JACKSON, THOMAS, Blakemere, Herefordshire, Carpenter Hereford Pet May 31 Ord May 31  
 JENB, WILLIAM, Kinner and Kingswinford, Staffs, Farmer Shrewsbury Pet May 30 Ord May 30  
 JEFFERY, ALFRED LONG, Great Winchester st, Mining Engineer High Court Pet March 6 Ord June 3  
 JONES, WILLIAM HENRY, Hale, nr Bowdon, Cheshire, Cabdriver Manchester Pet June 4 Ord June 4  
 KEAST, GEORGE JOSEPH, Thornton, Leics, Innkeeper Leicester Pet May 16 Ord May 16  
 KRAST, WILLIAM JAMES, Lambrook st, King's Cross, Builder Edmonton Pet May 29 Ord May 29  
 LANBERT, ALFRED JOHN, late Porchester gardens, Baywater High Court Pet March 27 Ord June 4  
 LOVELL, FRANCIS OTLEY, Wellington rd, St John's Wood, Surgeon High Court Pet March 25 Ord June 3  
 McDONALD, WILLIAM, Bolton, Labourer Bolton Pet June 3 Ord June 3  
 McLAUGHLIN, VIVIAN, Stanley gardens, Kensington Park, Gent High Court Pet April 16 Ord June 4  
 MIDDLETON, SARAH, Nottingham, Haberdasher Nottingham Pet May 30 Ord June 4  
 MORGAN, WILLIAM, Newport, Mon, Commission Agent Newport, Mon Pet June 4 Ord June 4  
 NEWELL, JOHN, Malvern Link, Builder Worcester Pet June 1 Ord June 2  
 NORRIS, MICHAEL MURRAY, Greenwich, Outlier Greenwich Pet June 2 Ord June 2  
 O'HANLON, JAMES, Birmingham, Baker Birmingham Pet May 20 Ord June 3  
 PRACE, JOE, Barnsley, Broker Barnsley Pet June 2 Ord June 2  
 POWELL, JAMES, Yate, Glos, Carpenter Bristol Pet May 19 Ord June 2  
 ROBERTS, CHARLES JAMES, Scarborough, Tailor Scarborough Pet June 2 Ord June 2  
 SALTEN, WILLIAM HENRY, Plymouth, Grocer East Stonehouse Pet May 7 Ord June 3  
 SHEPARD, JOSEPH HEANOR, Derby, Labourer Derby Pet May 31 Ord June 3  
 THOMAS, THOMAS, Heath st, Hampstead, Draper High Court Pet June 3 Ord June 4  
 THORNDICK, JOHN HORACE, Chelmsford, Pork Butcher Chelmsford Pet June 2 Ord June 2  
 TICKNER, EDWARD THOMAS, Milton rd, Herne hill High Court Pet March 12 Ord June 3  
 TUCKER, JOSEPH, Holbeck, Leeds, Journeyman Mechanic Leeds Pet June 4 Ord June 4  
 WALDEN, WILLIAM, Beauchamp, Roothing, Essex, Farmer Chelmsford Pet May 31 Ord May 29  
 WALKER, JONATHAN, Boston Spa, Yorks, late Farmer York Pet May 30 Ord May 31  
 WRIGHT, RICHARD MATTHEWS, Ashton under Lyne, Insurance Agent Ashton under Lyne Pet May 23 Ord June 3

## ADJUDICATION ANNULLED.

BENNETT, CLARA ELIZABETH, Eastchurch, Kent, Farmer Rochester Adjud Oct 13, 1888 Annul June 2

London Gazette.—TUESDAY, June 10.

## RECEIVING ORDERS.

BITHELL, MARY ELIZABETH, Leicester, Milliner Leicester Pet June 6 Ord June 6  
 BULMER, MARY, Old Malton, Yorks, Grocer Scarborough Pet June 5 Ord June 5  
 CAMPBELL, HUGH FLETCHER, Leeds, Insurance Agent Leeds Pet May 21 Ord June 6  
 COSTER, BENJAMIN, and GEORGE TACK, Whitechapel rd, Cigar Maker High Court Pet June 5 Ord June 5  
 DICKINSON, HERBERT, and FREDERICK COOPER, Thorpe mews, Cambridge gdns, Corndealers High Court Pet June 6 Ord June 6  
 EDWARDS, ALBERT EDWIN, Elmwell, Suffolk, Grocer Bury St Edmunds Pet June 5 Ord June 5  
 HADFIELD, JAMES, Blackburn, Coal Merchant Blackburn Pet June 6 Ord June 6  
 HARTGILL, WILLIAM, Salisbury, Builder Salisbury Pet June 7 Ord June 7  
 HAWES, HENRY JAMES, Royal Leamington Spa, Tobaccoist Warwick Pet June 6 Ord June 6  
 HIGGS, JOHN, jun, Olney, Bucks, Butcher Northampton Pet June 6 Ord June 7  
 HINTON, JOHN, Woodham Ferris, Essex, Baker Chelmsford Pet June 6 Ord June 6  
 JONES, WILLIAM, Northcote rd, Battersea rise, Fruiterer Wandsworth Pet June 6 Ord June 6  
 KENTON, JOHN EDWIN, Bridgewater, Butcher Bridgewater Pet June 7 Ord June 7  
 LOCKHART, HERBERT EDWARD, Luton, Beds, Solicitor Luton Pet June 5 Ord June 5  
 MATHER, HENRY, Ware, Herts, Grocer Hertford Pet June 4 Ord June 4  
 MORGAN, NORFOLK, Galsley rd, Brixton High Court Pet May 6 Ord June 4  
 PURVES, PATRICK, South Shields, Tailor Newcastle on Tyne Pet June 5 Ord June 5  
 RATCLIFF, EDMUND THEODORE, South sq, Gray's inn, Solicitor High Court Pet June 6 Ord June 6

ROBERTS, JOHN, King's rd, Chelsea, Draper High Court Pet June 8 Ord June 7  
 SANDY, LEWIS, Esher, Surrey, Corn Merchant Kingston Surrey Pet June 6 Ord June 6  
 SNEEL, CHARLES E., Warwick rd, Kensington, Coal Merchant High Court Pet May 7 Ord June 5  
 STARR, ALBERT EDWARD, Frome, Hairdresser Frome Pet June 7 Ord June 7  
 STARR, JOSEPH, Bentley, Somerset, Market Gardener Frome Pet June 7 Ord June 7  
 UPTON, ETHEL ANNIE, Derby, Milliner Derby Pet June 6 Ord June 6  
 WELLSLEY, the Honourable FREDERICK ARTHUR, Evans Club, Covent Garden, Club Proprietor High Court Pet June 6 Ord June 6  
 WHITE & CO., St Andrew's chhrs, St Mary Axe, Engineers High Court Pet May 16 Ord June 5  
 WHITING, CHARLES DAVID, St George st, Westminster, Solicitor High Court Pet June 5 Ord June 5  
 WIGGANS, THURSTON, Walton le Dale, nr Preston, Farmer Preston Pet June 7 Ord June 7  
 WILLAN, ANTHONY, Kendal, Draper Kendal Pet June 7 Ord June 7  
 WILSON, CHARLES, Doncaster, Innkeeper Sheffield Pet June 5 Ord June 5  
 WINSOM, EDWIN, Newport, I.W., Tea Dealer Newport Pet June 7 Ord June 7  
 WISEMAN, ISAAC, Southtown, Suffolk, Smackowner Gt Yarmouth Pet June 5 Ord June 5

## FIRST MEETINGS.

ABBOTT, GEORGE, Little Bealings, Suffolk, Farmer June 17 at 12 Off Rec, Ipswich  
 ANSELL, WILLIAM, Haymarket, in the employ of the Civil Service Co-operative Society June 24 at 11 33, Carey st, Lincoln's inn fields  
 BARNES, HENRY HERBERT, Brighton, Musical Instrument Vendor June 18 at 12 Off Rec, 4, Pavilion bldgs, Brighton  
 BITHELL, MARY ELIZABETH, Leicester, Milliner June 23 at 3 Off Rec, 34, Friar lane, Leicester  
 BLAKELEY, ALFRED, Hunslet, Leeds, Cloth Manufacturer June 19 at 11 Off Rec, 22, Park row, Leeds  
 COOK, LAURENCE HAYWARD, Amburst rd, Hackney, Drysalter June 30 at 1 Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
 DAVIES, JAMES, Portmadoc, Carnarvonshire, Master Mariner June 19 at 11 30 Sportsman Hotel, Portmadoc  
 FORD, WILLIAM, Newmarket All Saints, Corn Agent June 17 at 12 Off Rec, 5, Petty Cury, Cambridge  
 GREENWOOD, JOHN WILLIAM, Accrington, Beamier June 24 at 2 County Court-house, Blackburn  
 HATFIELD, SIMON THOMAS, Barking road, Plaistow, Boot Maker June 17 at 12 Bankruptcy bldgs, Lincoln's inn fields  
 HILL, WALTER BICKLEY, Henley on Thames, Oil Merchant June 18 at 3 35, Temple chhrs, Temple avenue  
 JACOBY, MYTEL, Commercial rd East, Tailor June 17 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
 KETTLE, CHARLES, Townshend rd, St John's Wood, Boot Maker June 19 at 2 30 33, Carey st, Lincoln's inn fields  
 KIRCHART, JOHN CHARLTON, York st, Portman sq, Major General in H. M. Army June 17 at 2 30 Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
 KYEZOOR, BENJAMIN, Sutherland avenue, Harrow rd, Traveller June 20 at 11 33, Carey st, Lincoln's inn fields  
 LACEY, CHARLES, Piccadilly, Tailor June 19 at 12 33, Carey st, Lincoln's inn fields  
 LAVENDER, THADDAUS JOHN, The Pavement, Clapham, Trunk Maker June 18 at 12 24, Railway approach, London Bridge  
 LOANS, HERBERT WALTER, Parliament Hill rd, Hampstead, Boot Manufacturer's Manager June 19 at 11 33, Carey st, Lincoln's inn fields  
 MANNING, W. F., Coverdale rd, Uxbridge rd, Bank Clerk June 18 at 11 Bankruptcy bldgs, Lincoln's inn fields  
 MORGAN, WILLIAM, Newport, Mon, Commission Agent June 17 at 12 Off Rec, Council chhrs, Corn st, Newport, Mon  
 PARETT, WILLIAM, Cardiff, Beer House Keeper June 18 at 11 Off Rec, 29, Queen st, Cardiff  
 PRACE, JOE, Barnsley, Broker June 19 at 10 30 Off Rec, 1, Hanson st, Barnsley  
 PRITCHARD, JOHN, Bootle, Joiner June 19 at 3 Off Rec, 25, Victoria st, Liverpool  
 PURVES, PATRICK, South Shields, Tailor June 19 at 2 Off Rec, Pink lane, Newcastle on Tyne  
 REYNOLDS, JAMES, Grosvenor rd, Pimlico, Builder June 17 at 1 24, Railway Approach, London Bridge  
 ROBERTS, CHARLES JAMES, Scarborough, Tailor June 18 at 11 30 Off Rec, 74, Newborough st, Scarborough  
 ROCH, ALFRED GEORGE, Pembroke Dock, Grocer June 17 at 3 Off Rec, Bank chhrs, Bristol  
 ROWLAND, ALEXANDER, Laurence Pountney lane, Soap Manufacturer June 18 at 2 30 Bankruptcy bldgs, Lincoln's inn fields  
 SMITH, FRANCIS, Cleethorpes, Lincs, Coal Merchant June 18 at 11 Off Rec, 5, Haven st, Great Grimsby  
 STEWART, HENRY, Croydon, Carman June 17 at 11 24, Railway Approach, London Bridge  
 UPTON, ETHEL ANNIE, Derby, Milliner June 20 at 2 30 Off Rec, 34 James's chhrs, Derby  
 WALDEN, WILLIAM, Beauchamp, Roothing, Essex, Farmer June 17 at 1 Shirehall, Chelmsford  
 WILLIAMS, EDWARD, Kensington Hill, nr Bridgend, Glam, Commercial Traveller June 24 at 10 Off Rec, 29, Queen st, Cardiff

WILSON, JOHN, Tanner st, Bermondsey, Shipowner June 19 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
 WITT, WILLIAM FREDERICK, Brighton, Dealer in Works of Art June 17 at 12 Off Rec, 4, Pavilion bldgs, Brighton  
 WOODHOUSE, JOSEPH, Nottingham, Solicitor June 17 at 11 Off Rec, St. Peter's Church walk, Nottingham

## ADJUDICATIONS.

ANDREWS, WILLIAM WILKINSON, Ramsgate, Smackowner Canterbury Pet May 12 Ord June 7  
 ANSELL, WILLIAM, Haymarket, in the employ of the Civil Service Co-operative Society High Court Pet June 4 Ord June 4  
 ATHERTON, JOHN, Wolverhampton, Plumber Wolverhampton Pet June 3 Ord June 6  
 BERELEY, ALFRED JOSEPH, Buckingham st, Strand, Architect High Court Pet May 1 Ord June 5  
 BULMER, MARY, Old Malton, Yorks, Grocer Scarborough Pet June 5 Ord June 5  
 BUNCE, ALFRED, Lincoln, Milliner Lincoln Pet May 24 Ord June 7  
 COLEMAN, WILLIAM, Dudley, formerly Grocer Dudley Pet May 16 Ord June 3  
 DENT, JAMES, Horwich, nr Bolton, Quartermaster Bolton Pet May 23 Ord June 5  
 DICKINSON, HERBERT, and FREDERICK COOPER, Thorpe mews, Cambridge gdns, Corndealers High Court Pet June 6 Ord June 6  
 FRANKENHILL, FERDINAND, Harway st, Oxford st, Dealer in Works of Art High Court Pet May 7 Ord June 7  
 GOULD, JAMES, Isledon rd, Finsbury pk, Merchant's Clerk High Court Pet June 2 Ord June 7  
 HADFIELD, JAMES, Blackburn, Coal Merchant Blackburn Pet June 5 Ord June 6  
 HIGGS, JOHN, jun, Olney, Bucks, Butcher Northampton Pet June 6 Ord June 7  
 HINTON, WALTER BICKLEY, Henley on Thames, Oil Merchant Reading Pet May 23 Ord June 5  
 HINTON, JOHN, Woodham Ferris, Essex, Baker Chelmsford Pet June 5 Ord June 6  
 JACOBS, EMANUEL, late Queen Victoria st High Court Pet May 16 Ord June 6  
 JONES, WILLIAM, Northcote rd, Battersea rise, Fruiterer Wandsworth Pet June 6 Ord June 6  
 KENTON, JOHN EDWIN, Bridgewater, Butcher Bridgewater Pet June 7 Ord June 7  
 LOCKHART, HERBERT EDWARD, Luton, Beds, Solicitor Luton Pet June 4 Ord June 5  
 MILES, C, late of Weymouth, Draper Dorchester Pet May 29 Ord June 5  
 POLLARD, JOHN METCALFE, Chancery lane, Solicitor High Court Pet May 7 Ord June 6  
 PRITCHARD, JOHN, Bootle, Joiner Liverpool Pet May 29 Ord June 7  
 PURVES, PATRICK, South Shields, Tailor Newcastle on Tyne Pet June 5 Ord June 5  
 RATCLIFF, CHARLES, New Brompton, Kent, Musical Instrument Dealer Rochester Pet May 31 Ord June 6  
 RATCLIFF, EDMUND THEODORE, South sq, Gray's inn, Solicitor High Court Pet June 6 Ord June 6  
 SANDY, LEWIS, Esher, Surrey, Corn Merchant Kingston Pet June 5 Ord June 6  
 STARR, ALBERT EDWARD, Frome, Hair Dresser Frome Pet June 7 Ord June 7  
 STARR, JOSEPH, Berkley, Somerset, Market Gardener Frome Pet June 7 Ord June 7  
 UPTON, ETHEL ANNIE, Derby, Milliner Derby Pet June 6 Ord June 6  
 WIGGANS, THURSTON, Walton le Dale, nr Preston, Farmer Preston Pet June 7 Ord June 7  
 WILLAN, ANTHONY, Kendal, Draper Kendal Pet June 7 Ord June 7  
 WILLIAMS, ELLIS, Bethesda, Carnarvonshire, Draper Bangor Pet May 8 Ord June 5  
 WILSON, CHARLES, Doncaster, recently Innkeeper, Sheffield Pet June 6 Ord June 5  
 WINSOM, EDWIN, Newport, I. W., Tea Dealer Newport Pet June 3 Ord June 7  
 WISEMAN, ISAAC, Southtown, Suffolk, Smackowner, Great Yarmouth Pet June 5 Ord June 5

THE BANKRUPTCY (DISCHARGE AND CLOSURE) ACT, 1887.  
ORDERS MADE ON APPLICATIONS FOR DISCHARGE.

KAY, WILLIAM, Leigh, Lancs, Book-keeper Bolton Adjud Sept 4, 1876 Ord May 14  
 PARKER, JOSEPH HERTINGSTALL, Ashby Villa, Lincs, Innkeeper Bedford Adjud Nov 30, 1880 Ord May 15

## SALES OF ENSUING WEEK.

June 14.—Messrs. BAKER & SONS, in a Marquee on the Estate, at 2.30 o'clock, Freehold Houses and Freehold Land (see advertisement, June 7, p. 14).  
 June 17.—Messrs. DEBRIHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, E.C., at 3 o'clock, Freehold Estates (see advertisements, June 7, p. 7 and 8).  
 June 18.—Messrs. BAKER & SONS, at the Golden Lion Hotel, Romford, at 4 o'clock, Freehold Building Land (see advertisement, June 7, p. 14).  
 June 18.—Messrs. EDWIN FOX & HOUFIELD, at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Investments (see advertisement, June 7, p. 12).  
 June 18.—Messrs. HUMPHREY, SON, & FLEW, at the Mart, E.C., at 3 o'clock, Freehold Property and Freehold Land (see advertisement, June 7, p. 11).  
 June 19.—Messrs. BRADLEY & CO., at the Mart, E.C., at 3 o'clock, Freehold Farms and Freehold Grounds (see advertisement, June 7, p. 16).  
 June 19.—Messrs. FARRBROTHER, ELLIS, CLARK, & CO., at the Lamb Hotel, Ely, at 4 o'clock, several Paddocks, &c. (see advertisement, June 7, p. 3).

June

June 20.—1 o'clock, advertisement

BIRTH

FRYER—wife of George Anne, 21, St. Lawrence, Surrey, daughter of PRABSON, the wife

BYRNE—E. Consula Anne, 21, at-law, daughter of Jones, J. Toward—Caroline, daughter of Georgia

GARRICK—James

The Sub—Town

WEEK—include

scribes office—

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June 30.—Messrs. GREEN & SON, at the Mart, E.C., at 1 o'clock, Freehold and Leasehold Properties (see advertisement, June 7, p. 16).

## BIRTHS, MARRIAGES, AND DEATHS.

### BIRTHS.

FRYER.—May 23, at Pembroke-place, Bayswater, the wife of G. B. Fryer, of the Inner Temple, barrister-at-law, of a daughter.

NEWTON.—June 9, at Ambleside, New Malden, Surrey, the wife of Arthur Newton, solicitor, of a daughter.

PEARSON.—May 23, at West Garth, Malton, Yorks, the wife of Hugh W. Pearson, solicitor of a daughter.

### MARRIAGES.

BYRNE-HAMILTON-JONES.—June 6, at the English Consulate, and afterwards at the Church of St. Anne, Zurich, James Benjamin Byrne, barrister-at-law, of Dublin, to Mary Lizzie Mabella, eldest daughter of the late Thomas Morris Hamilton-Jones, J.P., D.L., of Moneyglass House, Antrim.

TROWER-PECK.—June 10, at Charleston, South Carolina, U.S.A., Harold Edward Trower, barrister-at-law, to Bertha Elizabeth Schaefer, eldest daughter of Prof. William Henry Peck, of Atlanta, Georgia, U.S.A.

### DEATH.

GARRICK.—June 7, at Christchurch, N.Z., Francis James Garrick, solicitor, aged 57.

The Subscription to the SOLICITORS' JOURNAL is—Town, 26s.; Country, 28s.; with the WEEKLY REPORTER, 52s. Payment in advance include Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth, 2s. 6d., half law calf, 5s. 6d.

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**OFFICES and CHAMBERS.**—Lofty and Well-lighted Offices to be Let at Lonsdale Chambers, No. 27, Chancery-lane, W.C. Also large, well-furnished Rooms for Meetings, Arbitrations, &c.; Electric Light throughout the building.—Apply to Messrs. C. A. HARRISON & Co., Chartered Accountants, on the premises.

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## WEST BROMWICH CORPORATION £3 PER CENT. REDEEMABLE STOCK.

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WM. BUTTERWORTH, Registrar.  
Town Hall, West Bromwich, October, 1889.

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